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## The Solicitors' Journal.

LONDON, JULY 11, 1868.

IT MAY NOW be considered certain that the Government Registration Bill will pass into law. It has been very little altered in committee, and the sections relating to the appointment of additional revising barristers to which we drew attention a few weeks ago remain unaltered. The judges on circuit will have power to appoint about half as many barristers again in addition to those usually appointed. The districts to which these additional barristers are to be attached are left entirely to the judges, and it seems likely that they may have some difficulty in making their appointments satisfactorily, as they must do so before the numbers of claims and objections can be known, which is on the 1st of September, or to the officers who have the preparation of the lists a day or so before. Even the barristers this year, owing to the novelty of the work, will have some trouble in appointing their courts so as to allow the proper time for the work at each place; but they of course will not make their appointments till after the 1st of September. We know of no reliable means by which the judges can ascertain the amount of increase of work in the different districts, and therefore probably it will be found most convenient on this occasion, instead of appointing one or at the most two barristers for a particular district, as is now usually done, to make the districts rather larger than usual, and to appoint more barristers to each. The Acts of Parliament enable this to be done, and also enable "two or more" barristers, who may be jointly appointed for the same district, to hold separate courts at the same or at different times and places. Unless this course is adopted by the judges, it is pretty certain that it will be found necessary, during the revision, to have a considerable number more barristers appointed under the following section; while in some places, where the work proves lighter than was anticipated, the barristers appointed may not be fully employed. The revision courts are to be held, both for boroughs and counties, "between the fourteenth day of September inclusive, and the eighth day of October inclusive." The use of the word inclusive clearly permits the revising barristers to sit on the fourteenth of September; and, as they will have no time to lose, they will probably be anxious to begin at once. There is a difficulty here, though perhaps not a great one, and it speaks well for the drafting of the bill and the labours of the select committee, that this, although not the only difficulty that may be met with in carrying out its provisions, is as far as we have observed the only one, at all events, that bears upon the difficult question of the time required, which has not been foreseen, and more or less satisfactorily dealt with. The first day for the revision hitherto has been, in boroughs, the 15th, in counties, since the passing of the Act 28 & 29 Vict. c. 36, the 20th of September. As regards the boroughs the difficulty caused by the first court being held on the 14th instead of the 15th is perhaps a nominal one only. It is this, that by the 18th section of the Registration Act 6 Vict. c. 18, the town clerks are required, on the 14th, being one of the first fourteen days of September, not only to allow their copies of the lists to be inspected, which of course they can still do, but also to allow the original notices of objection received by them to be

perused. Now the 35th section of the same Act requires the town clerk to deliver these notices of objection to the revising barrister on the opening of his court, and, therefore, the former provision cannot strictly be complied with. It is, however, quite clear that no one in such a case could be prejudiced by not being able to see the original notices on the 14th; and at any rate no town clerk need fear under the circumstances that his refusal to comply with such a demand would be held to be wilful, or that any penalty would be incurred thereby. In the case of the counties, the overseers of the parishes and townships to be revised at any court held on the 14th would be in the same position as the town clerks of boroughs. There is, however, in the case of counties, a further difficulty with regard to the declarations provided for by the 10th section of the Act, 28 & 29 Vict. c. 36, which we think may in some cases become of importance, or at any rate may give some trouble to clerks of the peace.

That section provides that any county voter who has changed his place of abode, or who has been objected to on account of the description on the register of his place of abode, may make a statutory declaration before a justice of the peace or a commissioner to take oaths, of his true place of abode. This declaration is to be transmitted, "on or before the 14th September," to the clerk of the peace, who is to make certain endorsements on it, and to deliver all such declarations, arranged in alphabetical order, under certain heads to the revising barrister at the opening of his first court. The clerk of the peace is also to allow all such declarations to be inspected on any day before the 20th of September. It is to be hoped that all persons who desire to avail themselves of these provisions this year will send in their declarations some days before the last day named. Unless they do so the clerk of the peace will probably be unable to comply strictly with the Act. As the provision in question is a useful one, it would have been better to have inserted in the Registration Bill a clause altering the last day for sending in the declarations this year to the 10th, or some other day before the 14th; but the question only affects old voters, and probably the contests in the revision courts this year will principally relate to the new voters.

The 16th section of the Registration Bill deals with a difficulty which had been suggested, as to whether the provisions in the Registration Acts with regard to claims by persons omitted from the overseers' list of persons entitled to vote for a borough, applied to the list directed by the Reform Act, 1867, to be published by the overseers, of persons entitled, as §12 occupiers, to vote for a county. There is a further difficulty closely connected with this, which might with advantage have been cleared up at the same time, that is, as to the regulations which are to govern notices of objection to persons on this list. If the notices are governed by the regulations applicable to counties, the last day for delivering them is the 20th August (see 28 & 29 Vict. c. 36, s. 4); if by those applicable to boroughs it is the 25th of August. The forms also given by the schedules of the Acts are rather different in the two cases, but we think there would not be much difficulty, this year at all events, in drawing a form which would be a good one under either set of regulations. In a future year, if the point has not already been incidentally decided, or is not provided for by another Act of Parliament, it may become a serious question whether voters who have been already on the register as §12 occupiers may not be entitled to a special notice of objection specifying the grounds of objection according to 28 & 29 Vict. c. 36, s. 6. That question cannot arise this year, as a special notice is never required in the case of new voters.

On the whole we are inclined to think, considering the form in which section 16 of the new Registration Bill is drawn, viz., as declaratory of the meaning of the previous legislation, and not as a new enactment, that the regulations to govern these notices of objection are those relating to boroughs. Notwithstanding this there

is great doubt on the point, and we advise all objectors, as a prudent precaution, to draw their notices so as to comply with either, and to serve them on or before the 20th of August instead of waiting till the 25th.

ON SATURDAY LAST the Court of Common Pleas (consisting of Bovill, C.J., and Byles and Smith, J.J.), after taking time to consider, delivered a unanimous judgment in favour of the appellants in *Stamper v. The Churchwardens and Overseers of Sunderland*, which we discussed *ante* p. 690; and this judgment fully confirms the view we there took of the sections of the Reform Act of last year upon which the argument turned. The Act is certainly ill drawn and rather contradictory. As the 7th section was originally framed, the compound householder was altogether abolished, and the rates were in every case to be collected from the occupier. It was felt, however, that this would inflict some hardship on the very small occupiers, and it was foreseen that there would be great difficulty in collecting the rates from them; accordingly a provision was appended to the 7th section, that where a dwelling-house or tenement should be wholly let out in apartments or lodgings not separately rated, the owner and not the occupier should be rated for the future. The contention of the respondents that the words "not separately rated" meant "not liable to be separately rated," at the passing of the Act," seems a perversion of the language of the statute which could only be justified by necessity; but so far from there being any such justification, we believe this construction would involve the very evil and hardship which the proviso was intended to prevent. In *Stamper's case*, it will be remembered, each of the six rooms in a house was let out to a separate occupier, who had the exclusive use of it, while the landlord neither resided on the premises nor retained any control over them; and he compounded for the rates at the passing of the Act. If the proviso did not apply to this state of things, it would seem impossible to suggest any facts to which it could apply, and it would be nugatory. In a case, however, which Mr. Manisty called "so momentous," and which involved the franchise of such large numbers, it was certainly fitting that the Court should take time to consider its judgment and the public will not be disposed to quarrel with the three judges who composed the Court for taking the unusual course of each preparing a separate written judgment. We should imagine that both parties are well satisfied with the result. The parish officers will be spared much trouble and annoyance, and may look forward to getting their rates: and we shall be doing no injustice to the needy compound occupier of a single room if we say that he is unwilling to have the franchise thrust on him, when coupled with the compulsory payment of rates.

WE HAD OCCASION, a fortnight ago (*supra*, 715), to draw attention to the Lands Clauses Consolidation Act Amendment Bill, which had then just passed its second reading in the House of Commons, as a bill which should not be allowed to become law without some consideration. We observe that the bill is now withdrawn.

MR. JAMES FREELING WILKINSON, the late cashier of the Joint-Stock Discount Company, who was convicted a year and a half ago of misappropriating certain moneys, has received her Majesty's free pardon, it now appearing that there was, in fact, no appropriation by him.

A CORRESPONDENT calls attention this week to the fact that while under the 30th section of the new County Court Rules the high bailiff is required to give the plaintiff notice of the non-service of an ordinary summons, in all cases, he is not similarly required to notify to the plaintiff the non-service of a summons under the Bills of Exchange Summary Procedure Act of 1855. The

reason seems to be that, since, under this Act, the plaintiff may within twelve days after service proceed at once to sign judgment, on default of the defendant to obtain leave to defend the action, the summons is not returnable at any court, so as to take a place in the list of summonses which, by rule 29, the high bailiff is to deliver to the registrar, and rule 30, the general rule requiring the high bailiff to notify non-service to the plaintiff, refers expressly to this list, saying that "at the time of making out the list aforesaid" the high bailiff is to give notice to the plaintiff of non-service.

Again, rules 51—62, inclusive, which prescribe the time and mode of serving summonses, are by rules 63, 64, not to apply, as to time, to summonses under the Bills of Exchange Summary Procedure Act, 1855; but the summonses under the latter Act must, in consequence of section 2, be served within six months after the bill became payable, or the proceeding under the Act cannot be taken.

It cannot, however, have been intended that the summonses should not be served with the usual dispatch, though the action will be maintainable under the Act if it be served within six months after the bill fell due.

The inconvenience and incertitude arising from the above ought, we think, to be remedied, as they might be, by a new rule, or a couple of new rules. The county court jurisdiction under the Bills of Exchange Summary Procedure Act is not altogether satisfactorily ascertained, and we have already had occasion (*supra* p. 221) to call attention to the subject.

#### ARE WOMEN "MEN" ?

The advocates of the feminine franchise appear, if one may judge by certain rumblings, to be preparing to take the field this autumn. Hitherto their arguments have been principally directed in supporting the position that women ought to possess the franchise. In the face of the approaching registration their parallel is pushed further forward, and they maintain that women actually have it; reducing Mr. Mill's proposal to substitute "person" for "man" in the Reform Act, to a mere matter of supererogation. When burgesses and knights were first summoned to council the idea of women ever having a voice in the matter probably occurred to no one, any more than of their serving as knights or burgesses themselves; at any rate throughout the progress of representation, from the days when to be chosen as a knight was considered a grievous burden, to the time when it came to be held a means of personal advancement (and in some cases no doubt, a thing of honour and responsibility), it seems to have been taken as much a matter of course that men only were to vote for members of Parliament as that men only should serve as members. It seems to have been assumed *sans dire*, and to have always been so. It would not be accurate to say that by custom it became the law, the fact being rather that the law never was anything else, in consequence of which there is, as might be expected, scarcely a trace of any technical "authority" on the matter. Sir Edward Coke (4 Inst. 5) treats the matter so, when he says "In many cases multitudes are bound by Acts of Parliament, which are not parties to the election of knights, citizens and burgesses, as all they that have no freehold, and all women having freehold or no freehold, and men within the age of twenty-one years." There has never been any statute or resolution of the Legislature upon the subject that we are aware of, the question not having previously suggested itself.

It is, however, now contended that the Reform Act, 1867, has enacted that women shall have votes; and in

\* Although, however, women have ever been thus incapacitated from voting in the election of members to serve in Parliament, they may do many things which are popularly supposed to appertain only to the rougher sex. A woman may vote in the election of a sexton, may be sexton herself, or overseer, waywarden, and even churchwarden. And in *Steer's Parish Law*

a number of the *Manchester Examiner* we lately noticed a report of an argument addressed to the overseers of Cheetham by a deputation from the "National Association for securing the Suffrage to Women." The deputation consisted of two ladies and a gentleman, the latter of whom seems to have assumed the lead of the other two "persons," and addressed the board at great length, contending that all women *sui juris* were within the intention and definition of the Reform Act. He cited *Magna Charta* and Sir Edward Coke's dictum that "*homo* doth extend to both sexes,"—the 3 Hen. 8, c. 1, enacting that the wife or heir of him slain shall have the appeal, and Coke's explanation (2 Inst. 46) that "the heir of the woman who is murdered shall also have the appeal,"—and *Poulter's case*, 11 Rep. 34, extending to the killing of a mistress a statute of Edward III., directed against the killing of masters. Sir Edward Coke was treated with signal respect until the speaker arrived at the passage cited above from 4 Inst. 5, which he stigmatised as an "unsupported, unargued, and unreasoned dictum." He contended, also, that the only grounds of disability were, as in the case of lunatics and infants, inability to know the law, &c. (according to which argument wives, equally with spinsters, or widows, would be entitled to the franchise, and would, we suppose, claim, in counties, to be put upon the register as joint occupiers with their husbands), and also urged, (in which latter respect he was right), that in determining the "intention" of the Act, what had transpired during the progress of the bill must be absolutely disregarded. The ladies also made speeches. The chairman of the board, sore bested by the length and vehemence of the attack, held sturdily to the old rule, though being apparently somewhat enfeebled by reason of what he had passed through, he was led to conclude with a questionable argument. He said it was not right for the speaker to call Coke's opinion a mistake, especially as he had quoted him on his own side. The fact of there being no formal Act or resolution incapacitating women from voting made the case stronger. Women had been excluded from time immemorial. As to "women" being included in "men," the overseers had nothing to do with principles, or with the rights or merits of the question, but simply to carry out the law to the best of their judgment. They were still of opinion that they could not put women upon the register. His own mind certainly was, as it ought to be, affected by the history of the passage of the Act.

We are not going to discuss here the female franchise question upon its merits or demerits, but we must observe that the position, that the late Reform Act entitles women to the franchise, is utterly untenable. The argument is founded on the employment of the word "man" in the Reform Act, 1867, where the phrase "male person" was employed in the Reform Act of 1832. It was suggested, when the bill was pending that, since section 4 of 13 Vict., c. 21, provides that "in all Acts words importing the masculine gender shall be deemed to include females, and unless the contrary is expressly provided," the word man would enfranchise women, but it was said in reply that considering the existing law excluding women; it must be taken as expressly provided that "man" in this Act should not include women. Afterwards Mr. Mill raised the issue on its merits by moving to substitute "person" for man, the motion being negatived by a large majority. As a fact, therefore, the intention of the Legislature was certainly not to enfranchise women under this word man, but it is equally true that in determining the "intention" of an Act of Parliament for any judicial purpose, the proceedings of the Legislature during the progress

3rd ed. 147) are commemorated the remarkable cases of the Countess of Pembroke, who, as hereditary Sheriff of Westmore (said, sat on the bench at Appleby with the judges of assize; and Lady Packington, who, in 14 Eliz., as lady of the manor of Aylesbury, acted as returning officer for that borough.

of the bill cannot be taken notice of. *Vide The Alexandra case* (at p. 316 of the report), and many other authorities which will be familiar to the legal reader. Indeed, if this were otherwise the inconvenience would be of the most ridiculous sort; the intention or frame of mind of the hon. member who moved an amendment, and of every hon. member who voted on it, would become material—while if the bill were actually drafted by an M.P. it might be material to know what he was thinking of when he devised the clause. It is hardly necessary to cite authorities to show how statutes are to be construed. The "intention" must be regarded, and how the intention is to be arrived at is well expressed in the resolutions in *Heydon's case* (Plowden. 205). "For the sure and true interpretation of all statutes in general, be they penal or beneficial, restrictive or enlarging of the common law, four things are to be discerned and considered.

1. What was the common law before the making of the Act.

2. What was the mischief against which the common law did not provide?

3. What remedy the Parliament hath resolved and appointed to cure the disease of the commonwealth?

4. The true reason of the remedy?

Now the "intention" of the late Reform Act, examined by these tests, was certainly not to enfranchise women, but to extend the franchise as existing for the other sex.

If the 4th section of the 13 Vict. c. 21, taken with the word used in the Reform Act, 1867, raises a doubt whether women are included in the Act, they would thus be excluded by the "intention." But even supposing it to be held that under the 13 Vict. c. 21. s. 4. the word "man" in the Reform Act must include women, there would still be this:—the Act confers the franchise only on "men" "not subject to any legal incapacity;" and it is an undoubted fact (whether the *rationale* of it be morally right or wrong is another matter) that women have ever been under a legal incapacity to vote, in the election of members to serve in Parliament. When for several hundred years it has been continuously assumed, and the assumption acted on, that women are not of ability to vote, it is not incorrect to say that they are under a legal incapacity, and assertions to the contrary merely beg the question.

It seems probable that the subject may be brought before some of the revising barristers; it is, however, so free from doubt that we can hardly imagine that anyone of them will state a case upon the point.

#### ON THE PAYMENT OF DIVIDENDS IN PREFERENCE SHARES.

The unfortunate system of borrowing money for fixed periods, which has hitherto prevailed among railway companies, originated in the early days of railway enterprise, when shareholders were hopeful of prosperity, and did not foresee the probability that there would ever be any difficulty in renewing their obligations. The system was perpetuated, when the companies found the necessity of renewals; and the public, seeing that the profits of these undertakings were, upon the whole, small and precarious, and imagining that they might become still smaller and more precarious, were disinclined to lend their money, unless for short periods, or on temporary loans. The result, as might be expected, has proved to be this, that when the period of repayment of a large sum of borrowed money falls in with a "tightness" of the money market, the same reason which makes the capitalist unwilling to renew disenables the company from borrowing, and hence it follows, that the company must either meet the claims on its capital account by the appropriation of its disposable revenue, or fall into a plight which would entitle the creditor to apply for a receiver. This was notably the case in 1866. The Great Western Railway Company, however, was



more fortunate than some other companies, in having a balance of receipts over expenditure, which it could appropriate, and did in fact appropriate, towards the satisfaction of the claims of the holders of expiring debentures. In the case of this company the accounts of the half-year ending the 31st January, 1867, showed a balance of profit available for the payment of a dividend to all classes of shareholders, including the ordinary shareholders. It had, however, been found necessary to apply the whole of this sum to the purpose we have mentioned. No doubt it is competent for a company to meet and say that they will carry all or any part of their half-year's earnings to the capital account and turn it into capital: *Re Eschiel Barton's Trusts*, 16 W. R. 392, L. R. 5 Eq. 244, and so long as they do what is *intra vires*, the decision of the majority is binding on the rest, on the principle of *Foss v. Harbottle*, 2 Ha. 461, and *Mozley v. Alston*, 1 Ph. 790, and the well-known rule that the Court will not interfere in the internal management of the company so long as they attempt to do nothing that is not strictly within their powers. The payment of debts out of revenue amounted to a conversion of revenue into capital; that it was not done with a good grace, but under the pressure of creditors, made no difference; and, as we have already shown, it was competent for a general meeting to sanction the course pursued by the executive, give up their half-year's dividend, and declare it converted into capital. Although the decision of a majority to do this was, we apprehend, *intra vires* and binding on the rest, it is obvious that the loss of dividend, if such a course were adopted, would be productive of hardship to many, particularly to the numerous class of limited interests which lie behind the joint accounts which appear on the shareholders' register. Accordingly the executive decided upon offering to each shareholder at par preference shares to an amount equal to the dividend which would have been payable to him, if the revenue had not been diverted for capital purposes. This plan was sanctioned by a majority of shareholders present at a general meeting. Now it is clear that the decision of a majority can only bind dissentients where the act to be done is *intra vires*. Where it is *ultra vires* any one shareholder can appeal to the Court to restrain the executive from proceeding with it. Now the cases of *Natusch v. Irving*, *Gow on Partnership*, App. 398, *Simpson v. The Westminster Palace Hotel Company*, 8 H. L. 717, and other cases which will occur to the reader, show clearly enough that any single shareholder has a right to insist that the business of the company shall be carried on according to the terms of the original contract of partnership, and institute a suit on behalf of himself and all other shareholders, who have a common interest with himself, to restrain the company from doing any act not in accordance with the original contract. He cannot, of course, sue on behalf of himself and all other shareholders where the rights of those shareholders are conflicting *inter se*, for where that is so each conflicting interest must be represented. We must refer our readers to the recent case of *Cramer v. Bird*, 16 W. R. 781, which was a suit for the purpose of winding-up an incorporated company, which had ceased to carry on business. The bill was filed by a holder of preference shares on behalf of himself and all other shareholders against the directors and the company. There were three classes of shareholders in the concern, whose interests were or might possibly prove antagonistic, when the division of the assets came to be made in chambers. The Master of the Rolls said that, if the plaintiff admitted that all members of the three classes were entitled to share *pari passu*, then he should hear the case on behalf of any one of the sets that came to the Court, and asked for a decree. Unless that admission were made he could not do so. And the proposal of the Master of the Rolls was to allow a few *bond fide* and influential members of each set to represent the set to which they respectively belonged, and for that pur-

pose gave leave to amend the bill, by adding parties. When all interests were before the Court any question of priority might be raised under the decree, or by an answer put in by leave of the Court on behalf of the set or section claiming priority.

The question in the suit to which we now refer, *Hoole v. The Great Western Railway Company*, 16 W. R. 260, L. R. 3 Ch. 262, was simply this, whether the execution of the scheme of paying a dividend in preference shares, and the prospective payment of dividends in preference shares, until some future period, when the temporary loans and unascertained liabilities of the company being cleared off, payment of dividends in cash could be resumed, was one of the proper purposes of the concern, was in other words *intra vires*, so as to exclude the right of a single dissentient shareholder to sue in a representative capacity. The scheme appeared at first sight to be a fair and reasonable one, and nothing can be more certain than the complete good faith of the executive in proposing it. Lord Cairns, indeed, expressed himself to be anxious to do complete justice to their motives. There was unfortunately a fallacy involved in the reasoning of the authors of the scheme which we hope to make clear to the reader.

The bill in *Hoole v. The Great Western Railway Company* was filed by the plaintiff on behalf of himself and the section of shareholders to which he belonged, to restrain the issue of preference shares for the above purpose, to have those already issued cancelled, and to restrain the payment of dividends on them. The prospective part of the relief prayed for by the bill was granted by the Lords Justices (Lord Cairns and Sir John Rolfe) affirming the decision of Vice-Chancellor Wood. The plaintiff's title to relief was founded upon the several conditions which the Legislature has thought fit to impose upon companies when they come into the money-market to raise capital for the purpose of their undertakings by the issue of shares. These conditions are virtually the same in every special Act, and prescribe that the company shall not issue any share, nor shall any share vest in the person accepting the same, unless and until not less than one-fifth of the amount of such share shall have been paid up (*Purday's case*, 16 W. R. 660), and that dividends on such shares shall not be paid out of calls or by borrowing. Lord Cairns pointed out that one-fifth had not been paid on the shares which the company proposed to issue in lieu of dividend, and, consequently, since fully paid shares imply fully paid calls, to pay a dividend on shares, by the issue of other shares, was really to pay it out of calls contrary to the true intent and meaning of the Act. A broader ground of the decision was this, that when a shareholder agrees to accept in lieu of dividend a share of the same nominal value, if the share be not of the same actual value, as was the fact, the only possible reason for his conduct can be, that he prefers the stock in hand to a deferred dividend warrant—he prefers to discount, as it were, his dividend, and receive a less sum in hand in money or money's worth, rather than wait until the company are able to resume cash payments for his dividends in full. What does this amount to, but issuing shares at a discount, which the Legislature apparently forbids?

This view of the case takes us to a part of the case which is of the most importance—namely this, that if the consent of the shareholders be not obtained previous to the issue of their shares in payment of dividend, any single dissentient has a right to require that they be sold for what they will fetch, and the produce rateably divided. The Court was clearly of opinion that the proposed arrangement, giving the shareholders the option of taking their dividend in shares at par or in a deferred dividend warrant, was not legal, and, therefore, as we have already shown, not an arrangement to which the majority could bind the minority.

We now come to the question of want of parties. We must remind the reader that the Great Western Railway Company is an aggregate of four minor corpora-



tions, more than one of which is itself an aggregate of minuter corporations. The plaintiff sued on behalf of himself and all other shareholders in the Vale of Neath section, one of the four. It is every day practice for a single shareholder to institute a suit on behalf of himself and all other shareholders who have a common interest with himself against the company and the directors, making the secretary a party for purposes of discovery, in order to restrain an act which is *ultra vires*, and he may do this though every other shareholder be opposed to him: and the amount of interest of the plaintiff will not be taken into consideration: *McDonnell v. Grand Canal Company*, 3 Ir. Ch. 578; *Bloxam v. Metropolitan Railway Company*, 16 W. R. 490, L. R. 3 Ch. 337. Lord Cairns, however, expressed a strong opinion, in which Sir John Rolt concurred, that any one member of a company may, not suing in a representative capacity, maintain a bill against the company and the executive to restrain them from doing an Act which is *ultra vires*, and, therefore illegal; but that at any rate it was enough that the plaintiff should sue on behalf of the section to which he belonged, the other three sections of the company being sufficiently represented by the company; so that the demurrer for want of parties was overruled.

The case in its inception was not unlike *Henry v. The Great Northern Railway*, 6 W. R. 87, 1 De G. & J. 606. There the realized profits for the half-year ending December 31st, 1856, had been swept away by an exceptional cause. In that case, however, the sum which would otherwise have been divisible was sunk; the transaction in the present case assumed the form of borrowing from income a loan which was to be replaced out of capital. The error of the company was in declaring a dividend at all.

A shareholder's dividend means simply his share of the profits which are to be divided (*Carlisle v. South Eastern Railway Company*, 1 Mc. N. G. 689); and if, from any temporary cause, there are no profits to be divided, the true course is to declare no dividend. Such a course, however, would entail great hardship upon many of the proprietors. In these great concerns it is of the highest importance that the balance between capital and revenue should be held with an even hand; and while, on the other hand, it is a fatal mistake to smuggle on to capital charges which ought to come out of revenue, on the other hand, the possessor of a limited interest in the dividends of an undertaking will complain with justice, if any part of the revenue is directed to the capital account, even for the ultimate benefit of the undertaking, beyond what is reasonably required for renewals and repairs.

## RECENT DECISIONS.

### EQUITY.

#### NOTICE TO TRUSTEE, OF CESTUI QUE TRUST'S INSOLVENCY.

*Lloyd v. Banks*, L. C., 16 W. R. 988.

Solicitors so frequently act as trustees under the wills and settlements of their clients, that the point involved in this case is one of very great importance to their branch of the profession. The contention in the suit was between an assignee in insolvency, under the old Insolvent Act 1 & 2 Vict. c. 110, and a subsequent mortgagee. The mortgagee had given formal notice to the trustee, of his incumbrances upon the *cestui que trust's* interest. The assignee in the *cestui que trust's* insolvency gave no formal notice whatever until long afterwards, but it was proved by the evidence that the trustee who was the solicitor of the family into which the *cestui que trust* had married (the trust deed being the marriage settlement), had seen in a local paper an advertisement of the presentation of the *cestui que trust's* insolvent petition. This advertisement, which was decidedly of a character calculated to arrest the attention of any person who took any interest in the

party described, seems to have arrested that of the trustee, who, after reading it, acted in some other matters upon the assumption that his *cestui que trust* had become insolvent, and also stopped payment of the income. This became material as showing that through the advertisement in question, the mind of the trustee had, as a fact become impregnated with an actual "knowledge" of the insolvency.

The Master of the Rolls postponed the assignee in insolvency to the mortgagee, holding that the notice was inadequate as to its manner, and that it was immaterial that the trustee did, as it happened, derive an actual knowledge from it. He was not bound to recollect what reached him through such an irregular channel.

Lord Cairns has reversed this decision, holding that although the assignee must necessarily, by omitting formal notice, run a great risk, the question was whether or no the trustee had, by what had happened, got such a knowledge of the insolvency as a rational man of business would act on in the matter. It is obvious that, the question being thus settled, the answer was inevitably in the affirmative, and the mortgagee was consequently postponed to the assignee in insolvency.

In the former cases upon such questions of priority the Courts seem to have viewed the question as depending upon the conduct of the two incumbrancers, and to have laid very great stress upon the requirement of formal notice, giving the preference to the person who first bestowed himself to complete his title.

Lord Cairns seems to have taken hold of the case by a different handle, the question, as he regards it, being, not as to the conduct of the two claimants *inter se*, but as to the condition of the trustee's mind, however produced, when the second incumbrance was created.

According to this view it seems immaterial how the fact was communicated to the trustee, if only it can be shown to have sunk into his mind. He might have been told it while out shooting, or at a ball, and that would be "notice" if he could be shown to have comprehended and recollected it. Lord Cairns does indeed, in one part of his judgment, say that mere "evidence of casual conversation" would be insufficient, but if it could be shown that an intelligent knowledge had resulted from that conversation, it appears to us to follow from his lordship's *ratio decidendi* that "notice" would be the result of that conversation. The best evidence of such knowledge would of course be evidence that the trustee had acted upon the communication; but, as we understand the principle of Lord Cairns' judgment, such action is merely valuable as very strong evidence, without which it would indeed be very difficult to prove "knowledge," but which is not otherwise indispensable.

On a future occasion we propose to comment upon the previous authorities, but the case is, in our opinion, of such importance, that we think it well to lose no time in drawing attention to its effect.

### COMMON LAW.

#### FRAUDULENT PREFERENCE—BILL OF SALE—BYGONE DEBT.

*Bew v. Bill*, C. P., 16 W. R. 760.

There is some authority in the reported cases for the proposition that if a conveyance is made by a trader of all his property for a full consideration, but part of the consideration is a bygone debt, it is an act of bankruptcy. Lord Campbell, in *Bittlestone v. Cooke*, 4 W. R. 493, is reported to have thus laid down the law.

The case of *Mercer v. Peterson*, 15 W. R. 1179, Ex. Ch., 16 W. R. 486, is opposed to this view of the law. There a trader assigned, by a bill of sale to a creditor, all his property, worth about £115, for a past debt and a present advance of £64, and it was decided that the transaction was not void. The Court say "the cases decide that generally speaking an assignment by a trader of his whole property for a past debt is an act of bankruptcy, because the result must inevitably be to defeat or

delay his creditors." If, however, a trader assigns his whole property, but receives in return a fair equivalent, the transaction is not void under the bankrupt laws." The Court then held that the £64 was a fair equivalent for the transaction, which they therefore declared to be valid. *Bew v. Bill* follows *Mercer v. Peterson*, and decides that the mere fact of an assignment of all a trader's goods being made in part for a bygone debt does not render such assignment invalid.

The view taken by the Court was also strengthened by the case of *Whitmore v. Claridge*, 12 W. R. 214, which was referred to by Bovill, C.J., in which the Court of Exchequer came to a similar decision to that afterwards arrived at in *Mercer v. Peterson*.

For the future, therefore, the old rule as to the effect of an assignment of all a person's property partly in discharge of a former debt must be considered as no longer in force.

## COURTS.

### COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the fortnight ending Thursday, July 9, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
A.P.	A.P.M.	A.P.	A.P.M.	C.	P.	C.	P.	C.	P.	C.	P.
0	0	8	2	56	41	31	31	25	59	31	41

### MASTER OF THE ROLLS.

July 10th.—*Re Elmstie*.

*Karstake*, Q.C., applied in this adjourned summons to have it postponed, as being too heavy to be disposed of at this period of the year.

Lord ROMILLY said he thought it would be better to postpone any heavy matters, as he wished to get through all his causes before the last seal, the 28th inst., after which time he would take motions and adjourned summonses.

His Lordship had yesterday, in the day's paper, all the remaining causes in the present list, and two additional.

### VICE-CHANCELLOR STUART.

July 9.—*Picard v. Hine*.

*Application for transfer of cause to county court.*

In this suit an application was made to the Court to order this cause to be transferred to a county court. The suit was one for the specific performance of an agreement to purchase a business, and the value of the property involved was considerably under £500. It was said, therefore, that the cause could be more cheaply disposed of by the proper county court than by this Court.

*Solomon*, for the defendant, supported the application.

*E. C. Willis*, for the plaintiff, opposed it.

STUART, V.C., said that every plaintiff had a right to select his own tribunal; and the plaintiff having chosen this court, was at liberty to go on with his suit here if he preferred doing so. He (the Vice-Chancellor) had made inquiries as to the relative expense in cases of this kind of the procedure in the county courts and in this court, and had found that the costs of such suits in the county court exceeded those of this court. Transfers of the sort now asked ought not to be made without some good and special reason; and this application (the costs of which must be costs in the cause) must be refused.

### COUNTY COURTS.

#### LOWESTOFT.

(Before J. WORLEDGE, Esq.)

June 26.—*Woodger v. Great Eastern Railway Company*.  
*Liability of railway company as carriers.*

This was an action to recover £2 19s. 0d., the value of twenty boxes of kippered herrings, consigned by the plain-

tiff at Lowestoft to his agent, a fishsalesman, at Billingsgate, by the defendants' railway, between the dates of October 17th and December 2nd, 1867, and which, though received by the defendants' servant at Lowestoft, were not delivered in London.

It appeared from the evidence that on and between the above dates 2,028 boxes of kippered herrings were sent by the plaintiff by the defendants' railway, in eleven different consignments. The whole number delivered was twenty short.

It further appeared that the Great Eastern Company have two rates of freight for the carriage of fish on their railway—one called "the ordinary rate," and the other "the owner's risk rate," and they have different forms of consignment notes under the two rates. The consignment notes at the ordinary rate are headed: "Fish consignment note at the ordinary rate," and the condition subscribed to them is the following: "The Great Eastern Railway Company do not undertake to carry or to be responsible for any goods except to stations on their own line and its branches, and within those limits they only undertake to deliver, within a reasonable time. . . ."

The consignment notes at the owner's risk rate, at which the boxes of herrings in question were sent, are in the following form, and on the occasion of the several consignments the plaintiff or his agent signed consignment notes in such form, viz.:—

"Fish consignment note.—At owner's risk rate.

"Great Eastern Railway.—Lowestoft-station, Nov. 11th, 1867.

"Receive from E. Woodger, of Lowestoft, the undermentioned goods.

"To be sent to Mr. G. J. Mills, sen., at Shoreditch-station.

"To be forwarded at the owner's risk rate, which is below the company's ordinary rate, in consideration of the company being freed from risk, as mentioned below."

"Special contract.

\* "In consideration of the company accepting the above goods to be forwarded as aforesaid, at the lower rate mentioned above, it is agreed that the goods are to be forwarded solely at the risk of the owner, with the exception that the company shall be responsible for any wilful act or wilful default of the company or their servants, for fraud or theft by their servants, if proved, and for collision of trains conveying the goods within the company's limits."

It was further proved that "the ordinary rate" for fish is 29s. 4d. per ton, and "the owner's risk rate" 26s. 8d., the ordinary rate therefore is 10 per cent. above the owner's risk rate.

Mr. WORLEDGE, after stating the facts, proceeded—There are two questions to be determined in this case:—

First—Whether the special contract subscribed to, "The fish consignment note at owner's risk rate," is a reasonable one within the meaning of "The Railway and Canal Traffic Act, 1854."

Thirdly—Whether there is sufficient evidence in the present case to prove that the boxes of herrings, for the loss of which the action is brought, were lost through the wilful default of the defendants or their servants, or were fraudulently made away with or stolen by the defendants' servants.

I will consider these questions in their order. . . . I would first observe that it is clear the plaintiff had his option, either to send his fish at the ordinary risk rate, in which case there would have been no condition imposed really to limit the company's law liability, or to send them at "the owner's risk rate" subject to the contract above set out, and it appears to me upon the authorities that the fact of the sender of goods having such option furnishes a very strong if not conclusive argument in favour of such a contract as the one in the present case being reasonable. For in Mr. Justice Blackburn's admirable judgment in *Peck v. North Staffordshire Railway Company*, 11 W. R. 1023, delivered in the House of Lords, I find at p. 251 the following passage; after intimating his opinion that the condition in question in the case before the House was unreasonable, he says, "I think that a condition exempting the carriers wholly from 'liability for the neglect and default of their servants is *prima facie* unreasonable. I do not go so far as to say that it is necessarily in every case unreasonable and void. A carrier is bound to carry for a reasonable remuneration, and

if he offers to do so, but at the same time offers the alternative to carry on the terms that he shall have no liability at all, and holds forth as an inducement a reduction of the price below that which would be reasonable remuneration for carrying at carrier's risk, or some additional advantage, which he is not bound to give, and does not give to those who employ him with a common law liability,—I think a condition thus offered may be reasonable enough. For the terms of a special contract entered into by a person who has the option of employing the carrier on the terms of the contract, or on the terms of his undertaking common law liability, are necessarily reasonable as regards the person having that option."

Again, in *Allday v. Great Western Railway Company*, 13 W. R. 43, 34 L. J. Q. B. 5, where a condition limiting the company's liability with reference to cattle was held unreasonable, Lord Chief Justice Cockburn said,—"It might, perhaps, be reasonable if they had given the plaintiff the choice of two classes of rates, and had made a special contract limiting their liability in consideration of the lesser rate being charged."

Now in the present case the plaintiff clearly had the option of sending at either rate, and it is further to be observed that the special contract by no means exempts the defendants in the present case from all liability, as it leaves them expressly liable for all losses occurring through the wilful default of the company, or their servants, or through the fraud or theft of their servants, or through collisions on their own line, and seeing that there is a difference of ten per cent. between the two rates, and that the higher, 29s. 4d. per ton, is quite within their parliamentary limit, I cannot hesitate to say that in my opinion the special contract in the present case is just and reasonable within the meaning of the 7th section of 17 & 18 Vict. c. 31.

It remains to consider whether there is any reasonable evidence to show that the twenty boxes of herrings or any of them were lost through the wilful default of the company or their servants, or through the fraud or theft of their servants. Now in addition to the mere fact that twenty out of the 2,028 boxes sent from Lowestoft were delivered short, the only evidence having the remotest bearing upon the cause of the loss is that John Marks, the carman who carted the herrings, from the Devonshire-street Station to Mills, the consignee's,—he said that whenever one box or more were delivered short he remonstrated with the servants of the company at the station, and that the only answer he got was that "They could not help it, they could not find them," except that on the 14th November, when ten were missing all at once, the railway clerk said "He could not understand the loss of ten at once." The company's servants, therefore, at the Devonshire-street Station had notice from time to time of the loss of the boxes, and it does not appear that the company took any steps upon such notice; but there is nothing to show that if they had, the boxes lost subsequently would not have been lost; how can I say, therefore, that the loss occurred through the wilful default of the company or their servants? I have, indeed, a very strong suspicion that the boxes of herrings were stolen by some one, and it may be that it is more probable that, if stolen, they were stolen by or with the connivance of the company's servants, somewhere; but there is no evidence to show that the lost boxes were stolen, or, if stolen, by whom they were stolen; and I should do very wrong if I was to find a verdict against the company on mere suspicion (see *The Great Western Railway Company v. Rimmell*, 27 L. J. C. P. 201, which was an appeal against the ruling of a county court judge in a case where a similar question arose under the Carriers Act, 1 Will. 4, c. 68, where the Court held, in answer to a defence set up by the railway company in the court below, under the Carriers Act, 1 Will. 4, c. 68, that a mere suspicion that the loss arose from a felony by the carrier's servants, was not sufficient, but that such felony must be proved, and that the county court judge ought to have nonsuited Rimmell, the plaintiff below).

Upon both points, therefore, the judgment of the Court must be for the defendants, but as the amount claimed is under £5, and no attorney's fee can, therefore, be allowed on taxation, and as the only witness examined for the defendants was Mr. Kendall, the station-master, who, if he had not been in court, must have been at the station, I shall give the defendants no costs.\*

\* See *Tubby v. Same*, *supra*, 541.

## GENERAL CORRESPONDENCE.

### COUNTY COURT RULES.

Sir,—It is an anomaly in the county court rules that whilst it is the duty (Rule 30) of the high bailiff to give a plaintiff notice of the non-service of an ordinary summons which would include of course one for the lowest amount a shilling, or less, it is no part of his duty to inform a plaintiff of the service of a *bill of exchange* summons for £50 or anything less, so that whilst the practice will not allow a plaintiff to serve such a summons himself, and as quickly as possible, it allows the bailiff six whole months to suit his own convenience to serve it, and then leaves the plaintiff to find out for himself where it is so served. The hardship of this, where a plaintiff resides at a distance from the court office, can be easily seen.

A new rule of the Committee of County Court Judges of half-a-dozen lines long would amend this, and it is in the hope that this may attract the attention of one of such committee that I address this to you, as I find from experience that it is of no use to address it to the secretary of the committee.

JOHN MILLER.

Bristol, July 6.

### AMALGAMATION.

Sir,—As I hold a somewhat strong conviction as to the necessity for both branches of the profession being kept quite separate and distinct, I trust you will permit me to say that I thoroughly indorse the sentiments expressed in your article on this subject, contained in your impression of the 27th of June. I heard the observations of the learned judge, and must say that I was not prepared for so decided an expression of opinion, upon a matter of such great importance, from one of her Majesty's judges, and which must necessarily possess considerable weight. I believe, however, that a very great and, I will add, almost overwhelming majority is opposed to the conclusion at which Mr. Justice Hannen, with some few others, has arrived; and it may perhaps be interesting to remind your readers that Mr. Hinde Palmer is a liberal in politics, as well as Sir James Hannen, and that, therefore, as so great a difference exists on this subject in the liberal ranks, we may reasonably hope that the day is far distant when so great a change shall ever be seriously proposed and carried into effect.

The subject is, I admit, an interesting one, but I firmly believe that the more consideration it receives, the more clearly and convincingly will it appear that the present system is by far the most calculated to promote the end of justice, and the interests of the community at large.

78, Dean-street, Soho,

W. J. FRASER.

July 7.

### PARLIAMENTARY TRAINS.

Sir,—Will any subscriber kindly refer me to the section of the Act of Parliament, or order of the Board of Trade, under which railway companies are obliged to run parliamentary trains. It is said that under this Act, or order, a person with a third class ticket may ride in any covered carriage of a *parliamentary train*, whether it be first, second, or third class. Any of your readers, after a careful perusal of the said Act or authority, giving me an opinion upon this will much oblige.

G. A. J.

### SHEPPARD v. MURPHY.

Sir,—I beg you will excuse my taking the liberty of writing to you upon the case of *Sheppard v. Murphy*, noticed in your last number of the *Solicitors' Journal*.

It is most desirable, in the interest of the Stock Exchange, of which I am a member, that the particulars of these vexed cases should be rightly understood. The plaintiff Sheppard is a *broker*, and member of the Exchange, and sold his own shares through Kennedy, the jobber. It is evident from this what such a contract made on the Exchange is. If Kennedy had been bound under his contract to indemnify Sheppard, the latter would not have been at the trouble and cost of filing a bill against his transferee in Ireland. If Sheppard had sold on behalf of a principal, why should that principal be held to have sold his shares on better terms than Sheppard?

I wish to draw your attention to this fact—that the cases against the Messrs. Bristowe stand alone, as all other decisions have been against the transferees.



I enclose a list of cases, which you, of course know of, but I have added a few particulars, which may afford you some information.

R. B. MARZETTI.

<i>Wynne v. Price</i>	Transferor and Transferee.
<i>Walker v. Bartlett</i>	"
<i>a Sheppard v. Gillespie</i>	"
<i>a Evans v. Wood</i>	"
<i>a Sheppard v. Murphy</i>	"
<i>a Musgrave v. Hart</i>	"
	Hart passed the name of his servant.
<i>a Hawkins v. Maltby</i>	Transferee.
<i>Paine v. Hutchinson</i>	Owner and Transferee.
<i>Shaw v. Fisher</i>	Transferor and Jobber. — Dismissed, and confirmed on appeal.

a These cases have a jobber or jobbers intervening.

Paine, on receiving a special fee of £1 per share, consented to be placed in the shoes of Cruse, the transferor, for all purposes, as against the transferee, Hutchinson. Paine, the jobber, specially contracted with Vertue & Co., brokers to Cruse, that the ultimate purchaser should register the deed, and relieve Cruse from all further liability.

[Although the *ratio decidendi* in *Sheppard v. Murphy* may not be very satisfactory, there is another ground upon which the same result might have been arrived at, viz., that the transferor and transferee had actually recognised each other as parties to their respective contracts. As to indemnity, it has not yet been decided that the transferor might not, in such a case, have a claim on both; indeed in *Grissell v. Bristowe* (16 W. R. 428) this seems to be implied.—Ed. S. J.]

#### THE LAW REPORTS.

Sir,—I find that you have published in your issue of June 20th a paragraph purporting to be a summary of a printed statement prepared by me. That "statement" was, in fact, a private letter, printed only for circulation amongst the reporters on the *Law Reports*, and I cannot conjecture by what means you obtained possession of it.

Being addressed to persons necessarily acquainted to a considerable extent with the finances of the *Law Reports*, my letter was silent as to many facts a knowledge of which is necessary to prevent erroneous inferences.

It is not correct to say or imply, as your paragraph does, that the reporters are dissatisfied with the success of the scheme, and still less to make me appear the author of such a statement.

Neither I, nor, I believe, any of my colleagues, expected when we joined the *Law Reports* to receive more than the guaranteed moiety of our salaries for the first two years. We have, nevertheless, received upwards of twenty-five per cent. more, and are quite satisfied that this percentage will rapidly increase in years to come.

The heavy expenses of starting so important an undertaking have been defrayed, every liability has been regularly discharged, and the income now exceeds £21,000 from nearly 4,000 subscribers.

My letter only referred to the years 1866 and 1867; and experience since the close of the two years has satisfied us that the balance available for salaries will be considerably larger in 1868, and that our future expenses will (as might be expected) be much less than those of the first two years.

It was not necessary to give explanations of this kind to my correspondents, and my letter was mainly intended to advocate my own views; but now that you have forced upon a larger circle of readers, I must, to escape misapprehension, put them also more in possession of the facts of the case.

56, Chancery-lane, July 8.

[In the paragraph referred to we gave the leading particulars of Mr. Marett's statement, and are perfectly willing to place before our readers any additional matter which Mr. Marett thinks it well to add, or, if he wishes, to print his circular *in extenso*. A reference to the paragraph in question (*supra*, p. 689) will show that we did not either "say or imply" that the reporters were dissatisfied with the success of the scheme. What we did say was the following:—"It would appear from a printed statement of one of the auditors of the *Law Reports*, that although the council of law reporting succeeded in obtaining a very large number of subscribers, and were the means of inducing the gentlemen who carried on the separate reports to discontinue them, the scheme, so far as the years 1866 and 1867 are concerned, has not proved so successful in a financial point of view as

was expected." We are under the impression that the supporters of the scheme, whether subscribers, members of the council, or reporters, did not anticipate that the first two years would result in a £4,000 deficit, and therefore the above conclusion appears to us to be the legitimate inference from Mr. Marett's statement. He stated that the deficiency on the two years 1866-7 amounts to £4,007, assuming that repayment will not be required of the sum paid by the Inns of Court and the Law Society under their guarantee. To meet this deficiency there are, as Mr. Marett observed in his statement the 800 sets of 1866 reports and 1,150 of 1867 in store; but, as he rightly remarked, the earlier sets will soon be in the market on account of the retirement or death of present subscribers. Mr. Marett also stated that unless the number of subscribers is largely increased or the expenses are largely diminished, he did not see that the reporters can expect full salaries for more than one quarter in the year. From the letter which we now publish it appears that Mr. Marett thinks that the deficit will be made up by future years of better success, and, though of opinion that unless the subscriptions are largely increased or the expenses largely diminished, the reporters must not expect full salaries for more than one quarter in the year, believes that in the current and future year the balance available for salaries will be increasingly large. It is, of course, not for us to say how far the reporters, who in Mr. Marett's view required enlightenment as to the experience of the past two years, may have required no information as to that of the present, but it is sufficiently obvious that the conclusion to which we have referred was a legitimate deduction from Mr. Marett's statement. We may add that had his circular been headed "Private" we should not have noticed it.—Ed. S. J.]

#### APPOINTMENTS.

Mr. JOHN DAVID BELL, of the Middle Temple, and late of the Calcutta Bar, has been appointed Reader in Indian Law in University College, London.

Mr. CHARLES OWEN, Barrister-at-Law, of the Northern Circuit, has been appointed Senior Magistrate in the Straits Settlements, to reside at Singapore.

#### PARLIAMENT AND LEGISLATION.

##### HOUSE OF LORDS.

July 3.—The *Compulsory Church Rates Abolition Bill* passed through committee.

The *Liquidation Bill* passed through committee.

The *Judgments Extension Bill* was read a third time and passed.

July 6.—The *Boundary Bill* passed through committee.

July 7.—The *Irish Reform Bill* passed through committee.

The *Registration Bill* was read a second time.

*County Courts Admiralty Jurisdiction Bill*.—The report of amendments was received.

The *Vagrant Act Amendment Bill* was read a third time and passed.

The *Boundary Bill* was read a third time and passed.

The *Scotch Reform Bill* was read a third time and passed.

The *Irish Reform Bill* and the *County Courts Admiralty Jurisdiction Bill* were read a third time and passed.

The *Bankruptcy Act Amendment Bill*.—Lord Cranworth moved the second reading of this bill, explaining that it had been introduced into the other House in consequence of the impossibility of passing a comprehensive measure during the present session, and that its object was to check the abuses attendant upon the power given to three-fourths of a bankrupt's creditors to withdraw the case from the Court of Bankruptcy and distribute his assets. In order to prevent such arrangements being improperly made by pretended or partial creditors, the bill required a debtor, within a week of the execution of any composition deed, to file a schedule, verified by oath, giving every particular of his assets and liabilities, and it also required creditors to prove their advances in the same way as if the matter was before the Court of Bankruptcy.

The Lord Chancellor said that one of the causes which made him regret the withdrawal of the Government Bill was that the public would be deprived of the benefit of the alterations in the arrangements with respect to composition deeds which the bill contained. He felt disposed to rejoice, therefore, that a member of the other House of Parliament, sensible of the inconvenience that would arise from delay,

had introduced the present bill, which embodied the clauses to which he had referred and applied them to the law as it stood at present. He thought that a very great improvement of the law would thereby arise, and that, as they could not have a larger measure in the present session, it was desirable to go the length which the present bill proposed to go.

Lord Westbury could demonstrate that everything proposed to be done by the present bill had been done by the bill of 1861. If the law had been properly understood and properly carried out by the machinery originally provided for the purpose, this bill would have been wholly unnecessary, and no failure would have occurred. He had no objection to offer to the provisions of a bill for the purpose of applying in a more effectual manner that remedy which might have been provided, and ought to have been provided, by the bill of 1861.

Lord Romilly said the proposed change was very important, and hoped the committee would be postponed for at least a fortnight.

The bill was then read a second time.

The *Uniformity of Public Worship Bill* (by Lord Shaftesbury).—Lord Shaftesbury moved the second reading.

The Lord Chancellor thought that legislation on the matter should be postponed. The bill dealt with three things,—incense, lights, and vestments. The two former had been the subjects of legal proceedings, and he understood that within the last two days the litigation had been transferred into the highest court of appeal, where, in ordinary course, the appeal would be heard in November or December. He regretted that a judicial decision was not also being invoked on the vestment question. He thought their lordships would be in a better position to legislate after the legal decision.

The House decided not to put the motion for the second reading.

The *Compulsory Church Rates Abolition Bill* passed through committee.

The *Registration Bill* passed through committee.

#### HOUSE OF COMMONS

July 3.—*Writs of Error in Criminal Cases*.—Sir Colman O'Loughlin complained that the Attorney-General for Ireland had in the case of Mr. Pigott acted (though bona fide) unconstitutionally in refusing a writ of error. He cited a resolution of the House (temp. W. III.) to the effect that the writ was a matter not of grace but of right. He moved a resolution, affirming the one cited, that a writ of error is of right in cases of treason felony and misdemeanour.

The Attorney-General for Ireland treated the matter as one of a series of attacks upon the prerogative. He quoted Blackstone, writing after the date of the resolution referred to.

The Attorney-General said that in treason and felony the writ was granted, not *ex debito iustitie*, but *ex gratia*, by the Crown. In misdemeanours the law officer ought to advise the granting of a writ wherever there is a probability of its succeeding. Lord Campbell had said that the decision of the Attorney-General was in the nature of a judicial function, in which he had a duty to perform towards the people at large, and also towards the Court. If he decided improperly or corruptly, he might be made responsible in Parliament and dismissed by the Crown, but the Court had no power to review his decision.

The motion was withdrawn.

July 6.—*The Registration Bill* was read a third time and passed.

The *Bribery Bill*. In committee.—On clause 5, (transferring the jurisdiction over election petitions from the House to judges of the Court of Common Pleas), Mr. Bouverie proposed a scheme under which judges of the superior courts were to preside each over a jury of five members of the House, chosen by the committee of selection. He should vote against clause 5 with the view, if possible, to move clauses embodying this scheme. Ultimately clause 5 was carried by a majority of 204 to 177.

Clause 6.—(Petition to be presented within twenty-eight days of the return, unless it specifically alleged payment of the money after that time.)

Mr. Ayrton moved to omit the concluding qualifications.

The Solicitor General moved the following clause:—"If, upon a petition to the House of Commons presented within twenty-one days after the return to the Clerk of the Crown

in Chancery of a member to serve in Parliament for any borough or county, or within fourteen days after the meeting of Parliament, and signed by any two or more electors of such borough or county, and alleging that corrupt practices have extensively prevailed at the then last election for such borough or county, and that there is reason to believe that corrupt practices have there so prevailed, an address be presented by both Houses of Parliament praying that such allegation may be inquired into; the Crown may appoint commissioners in such case be appointed, they shall inquire in the same manner, and with the same powers, and subject to all the provisions of the statute 15 & 16 Vict. c. 57."

The clause was agreed to.

Clauses 7, 8, 9 were agreed to.

On clause 10 (appointment of two election judges),

Mr. Ayrton suggested that, instead of nominating two judges to be specially set apart for this duty, one judge should be added to each of the Common Law Courts, and election petitions should be tried indiscriminately by the general body of judges, according to a settled rota.

The amendment was carried by a majority of 136 to 71, and progress was reported.

The *Contagious Diseases (1866) Act Amendment Bill* passed through committee.

The *Lands Clauses Consolidation Act Amendment Bill* was withdrawn.

The *Ecclesiastical Commissioners Bill*, the *Endorsing of Warrants Bills*, and the *Fairs (Metropolis) Bill* were read a third time and passed.

July 7.—*The Contagious Diseases Act (1866) Amendment Bill* was read a third time and passed.

The *Larceny and Embezzlement Bill* passed through committee.

*Trade Societies and Combinations of Workmen*.—A bill by Mr. Buxton to repeal and amend the existing laws was read a first time.

*Commutation of Tithes, &c., Act Amendment*.—A bill by Mr. Slater-Booth, to alter certain provisions in the Acts for the Commutation of Tithes, the Copyhold Acts, and the Acts for the enclosure, exchange, and improvement of land, and to make provision towards defraying the expense of the Copyhold, Inclosure, and Tithe Office, was read a first time.

#### SOCIETIES AND INSTITUTIONS.

##### INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held in the hall of the society yesterday. The chair was taken by Mr. Bartle John Laurie Frere. Mr. John H. Bolton was elected President, and Mr. Edward Lawrance Vice-President. The following gentlemen were elected members of the council:—

Ralph Barnes, Edward Field, William Ford (Gray's-Inn) John Hollams, F. H. Janson, Edward Lawrance, Frederic Ouvry, E. L. Pemberton, Wm. Sharpe, Henry Thomas Young.

A long and interesting discussion took place on various matters connected with the profession, especially those connected with professional remuneration; and a resolution was passed, authorising the council to carry into effect various additions and alterations in the society's building.

Mr. Samuel Stewart, Mr. George Harding, and Mr. John P. Bird, were elected auditors of the accounts of the society.

The report of the council and the auditor's report were approved of. The usual thanks were cordially given to Mr. Frere, the President, for his attention to the affairs of the society during his year of office.

ANNUAL REPORT OF THE COUNCIL, TO BE SUBMITTED AT THE GENERAL MEETING ON JULY 10, 1868.

(Continued from p. 755.)

##### REMUNERATION OF SOLICITORS.

The members are already aware that the Master of the Rolls and two of the Vice-Chancellors had, at the request of the Lord Chancellor, arranged to receive a deputation from the society on this subject.

In accordance with the invitation of the Master of the Rolls, a deputation from the committee entrusted with the consideration of the matter had an interview with his Lord-

ship and the Vice-Chancellors Stuart and Wood, when the views entertained by the council, as expressed in the printed suggestions of their committee, which had been submitted to the Lord Chancellor, Lord Chelmsford, and his Lordship's predecessor, were fully discussed; especially that portion of the suggestions in which the committee urged that the chief clerks in chancery and taxing masters should have power to allow a fixed sum for any one or more proceedings in lieu of costs to be taxed; and that in assessing such sum regard should be had to the difficulty of the case, the skill employed, and responsibility incurred by the solicitor. The judges seemed impressed with the observations made by the deputation, and stated that the subject should receive their best attention; but the council regret to say that, up to the present moment, no order has been made in the matter, although they have repeatedly urged the subject upon the consideration of the Master of the Rolls. The council have, however, been informed by his Lordship that further meetings have taken place between him and the other judges which have rendered it necessary that some additional papers should be prepared before his Lordship will be in a position to communicate again with the council.

The Master of the Rolls, in May last, informed the council that he would see the Lord Chancellor, the Lord Justice Wood, and the Vice-Chancellor Stuart, and, if possible, get the matter settled.

The unsatisfactory character of the system of remunerating solicitors, and the inadequacy of the existing scale in many respects, is so manifest, that no exertion on the part of the council will be spared in order to bring about this much needed alteration.

#### LANDS CLAUSES CONSOLIDATION ACT, 1845.

The council referred very fully in the last report to the course which they had taken to relieve landowners from the oppressive operation of those sections of the Lands Clauses Consolidation Act, 1845, which facilitated the acquisition of lands by the promoters of public undertakings.

At that time the members were informed that Lord Cairns had been good enough to take charge of a petition prepared by the council, and had intimated that he would call the attention of the House of Lords to the subject, which he considered to be of very great importance.

The result of the communications which took place between Lord Cairns and the council was the introduction into the Railway Companies' Bill,\* then before Parliament, of a clause to the following effect:—The surveyor to be appointed under the 85th section of the Lands Clauses Consolidation Act is to be appointed by the Board of Trade, instead of by two justices, upon the application of the company; of which application not less than seven days' notice is to be given to any party interested in or entitled to sell and convey the lands in question, and not consenting to the entry thereon by the company. Also, that the valuation to be made by the surveyor shall include the amount of compensation for all damage and injury to be sustained by reason of the exercise of the powers conferred by the 85th section, so far as they are capable of estimation; and that for the future the Board of Trade, and not the justices, in case the parties differ, are to approve the sureties of the bond to be given by the company after hearing the parties.

The society is much indebted to Lord Cairns for the prompt and courteous manner in which he complied with the request of the council to support their views, and to which the clause referred to substantially gave effect.

#### COUNTY COURTS ADMIRALTY JURISDICTION BILL.

This bill, which was of a similar character to that introduced into the House of Lords last session, was brought into the House of Commons by Mr. Norwood, Mr. Headland, and Mr. Candlish.

It was proposed by the bill, amongst other things, to confer admiralty jurisdiction upon certain county courts in matters relating to bottomry, salvage, damage to cargo, damage by collision, and other matters of Admiralty jurisdiction, where the amount claimed should not exceed £500; and, by agreement, in all Admiralty causes. It was also proposed that legal assessors should be appointed to act in the county courts; also that important duties should be entrusted to the registrars of the county courts. No appeal

was to be allowed, unless the amount involved should exceed £250.

On a careful consideration of the subjects with which the bill proposed to deal, it appeared to the council that as they involved difficult questions of law and fact, and were matters with which, as a rule, the judges and other officers of the county courts are not familiar, the county court would not form a proper tribunal for the decision of such matters, and that, under any circumstances, the pecuniary limit of jurisdiction should be more restricted.

It appeared to the council that, if any alteration were made in the Admiralty Courts, it would be desirable to transfer the jurisdiction to the Superior Courts of Common Law, with one simple system of procedure; and that, at all events, it would be inconsistent to confer upon county courts powers which are denied to the Courts of Chancery and the Superior Courts of Common Law. The appointment, also, of permanent local assessors in the provinces, who would be subject to local influences and prejudices, seemed also to be objectionable; and, in fact, there appeared to be no necessity for making special provision for the decision of Admiralty causes in the provinces, as certainly the great majority of such cases are not in their nature local.

The council embodied these views in a petition, which Sir Roundell Palmer kindly consented to present to the House of Commons. The council also took the opportunity of submitting that, as the county courts were established for the recovery of small claims, such courts would be rendered practically useless for these purposes if a large amount of important business were thrown upon them.

Whilst the bill was pending the council also took active measures in opposition to a clause proposed by Sir Robert Collier, to the effect that the judge of any county court might, subject to the approval of the Lord Chancellor, appoint any barrister-at-law to be the registrar; or where there are two registrars, to be one of the joint registrars of such court.

This, it will be recollected, was a renewal of a similar attempt made by Mr. Hibbert in the bill of last session, to which the society entered a protest on behalf of the profession.

The council also forwarded to the provincial law societies and leading solicitors throughout the kingdom a paper of objections to Sir Robert Collier's clause, with the request that they would at once forward them to their representatives. This request was most promptly complied with, and the council were soon afterwards informed that Sir Robert Collier did not intend to press the insertion of the objectionable clause.

#### RULES UNDER THE COUNTY COURT ACT, 1867.

In compliance with the request of the council the standing committee of county court judges were good enough to forward, for the consideration of the council, a draft of the rules and orders, which have since been made, regulating the practice under the County Courts Act, 1867, together with a scale of costs proposed to be allowed to attorneys in matters authorised by the Act.

The council accordingly carefully considered the rules and scale of costs, and shortly afterwards forwarded to the committee of county court judges some suggestions upon the subject.

The draft rules were also communicated by the committee of county court judges to each of the provincial law societies, in order that they might have an opportunity of expressing their views thereon.

#### AUDIENCE IN THE COUNTY COURTS.

In view of the increase of business of an important character, which will be transferred to the county courts, by reason of the extended jurisdiction given to those courts under the Act of last session, the council took steps to ascertain whether some convenient arrangement could be made for the hearing of those cases in which members of the bar and attorneys are employed.

As the matter is of considerable interest to barristers and solicitors alike, the council communicated with a committee of the junior bar, which had been formed for the purpose of securing more convenient arrangements for the hearing of cases in which counsel were engaged.

The bar committee having accepted an invitation of the council to discuss the matter, it was determined to address a letter to the county court judges, informing them of the views entertained by the two committees, and suggesting

\* This bill received the Royal assent on 20th August, 1867.



that, where practicable, certain days should be set apart for the hearing of causes where counsel or attorneys were engaged; and where the amount of business would not allow of this, then that certain hours should be allotted for the same purpose. Another suggestion was, that the days for county court sittings should be fixed as early as possible at the same time as the assizes, or the sitting of local courts.

The council received very numerous replies from the judges, who expressed their willingness to do everything in their power to suit the convenience of advocates attending their courts; and in some instances promises were given to carry into effect the suggestion for setting apart a day for cases in which advocates were employed. Many stated that it was at present the practice in their courts to set apart certain hours of the day for such cases; and in the majority of courts it appears that a distinction is made between the time of taking the defended and undefended cases. The great difficulty felt in classifying cases is, that by the practice rules no notice is necessary of the intention to employ a barrister or an attorney; and the council understand that the bar committee suggest that this rule should be repealed, and that the judge should determine what notice, if any, should be given of the employment of an advocate.

With reference to the proposal for fixing the sitting for the same time as the assizes, a difficulty arises from the want of accommodation in some provincial towns for the two Courts to sit at the same time, and the uncertainty which exists as to the precise time for the commencement of the assizes; whilst, on the other hand, the county court judges must fix their sitting three months in advance.

The council are not yet in a position to state to the members the result of the united action of the two committees, but they have reason to think that a satisfactory arrangement will be made.

#### BANKRUPTCY BILL.

A bill for amending the law of bankruptcy was again introduced into the House of Lords soon after the meeting of Parliament by the Lord Chancellor. It was found that suggestions previously made by the council had been to a great extent embodied in the bill; but, as might have been expected, the state of public affairs induced the Lord Chancellor to withdraw the measure.

The council have now under consideration the bill introduced into the House of Commons by Mr. Moffat.

#### ATTORNEYS' CERTIFICATE DUTY BILL.

The members are aware that in July last this bill was lost on third reading in the House of Commons by a majority of 21; but the council did not think it would be expedient to renew the attempt to procure a reduction of the duty in the present session, in the absence of a surplus available for the reduction of taxation of this character.

#### STAMPS ON CHARTERPARTIES.

There is a very general belief that much injustice has been caused by the provisions of the statute 28 & 29 Vict. c. 96 s. 7, which authorises the use of adhesive stamps on charterparties.

This statute renders charterparties invalid unless the party who last signs shall, at that time, cancel the stamp by writing his name upon it. No remedy exists for an informal cancellation of the stamp, either in the powers of the commissioners of stamps and taxes, or of the judges of the courts of law or equity.

Thus, shipowners and others desiring to sue upon charterparties have, in many instances, been unable to enforce just demands in consequence of the non-compliance with the strict requirements of the statute. And when it is borne in mind that the contracting parties are often persons of little education, have frequently to deal with others more acute than honest, and have very seldom the assistance of any legal adviser at the time such documents are signed, it will be readily understood that the stamp is frequently not cancelled in exact accordance with the statute; and when this is the case, no use can be made of the document in a court of law. An unprincipled man is therefore enabled to break his contract with impunity.

This result could not have been intended by the Legislature; and the council, therefore, directed the attention of the Chancellor of the Exchequer to the subject, with the view of having the evil remedied if possible.

The council suggested that this might be effected without prejudice to the revenue, by giving power to the

commissioners of stamps, at any time, to stamp the document upon payment of a penalty, and upon proof that the stamp was duly affixed, although not properly cancelled; or the like power might be given to the judge upon the trial of the cause.

In answer to a letter which the council addressed to the Chancellor of the Exchequer on the subject, they were informed that the matter would receive consideration.

#### ARRANGEMENTS FOR THE CONDUCT OF BUSINESS IN THE CHAMBERS OF THE COMMON LAW JUDGES.

The present unsatisfactory and inconvenient state of the arrangements for the conduct of business in the chambers of the common law judges induced the council to make a communication to the Lord Chief Justice of England upon the subject.

The causes which give rise to the evils of which the profession very justly complains appear to be twofold.

First, the inadequacy of the staff; and, second, the want of system in the conduct of the business.

With regard to the first, it appears that in consequence of the withdrawal during the assizes of nearly the whole of the usual staff of clerks, the very small number left is entirely inadequate to the business to be transacted. The consequence is that the members of the profession are subjected to the most serious inconvenience, and waste of their own and their client's time. It was represented to the council that a clerk often had to wait upwards of an hour before he could take out a summons, or draw up an order—matters that should occupy only a few minutes.

With regard to the imperfection in the arrangements for conducting the business of the chambers, after referring to the noise and confusion that occurs daily on the return of summonses, and the present defective arrangement for fixing the order of attendance, the council submitted to the Lord Chief Justice that these evils might be effectually remedied if summonses were made returnable in groups of twenty or more every hour, or half-hour, and if the file of summonses were abolished, and a printed or written list substituted, after the method adopted in the chambers of the chief clerks in chancery, from which the greatest convenience is found to result.

The attention of his Lordship was also directed to the want of a better regulation with respect to notice of intention to attend summonses by council; and suggestions were made with a view to avoid the inconveniences occasioned by the present practice.

#### STATE OF BUSINESS IN THE CHAMBERS OF THE CHANCERY JUDGES.

The attention of the council has been directed to the urgent necessity which exists for an increase in the staff in the chambers of some of the chancery judges, in order that the largely increasing and important work now thrown upon the chief clerks may be disposed of without that loss of time which results from the inability of these gentlemen to prevent the chamber business from getting into arrears.

The chief clerks, although most zealous in the discharge of their duties, are frequently unable, from the press of business in their chambers, to make appointments to proceed, except at very long intervals. For this delay, the chief clerks, whose efficient services must be acknowledged by the profession, are, however, wholly irresponsible.

The council, therefore, addressed one of the vice-chancellors as well on the necessity for appointing an additional chief clerk to his honour's chambers, as also for giving more efficient subordinate assistance in the department of one of the chief clerks. But the council took that opportunity of pointing out to the vice-chancellor that they still adhered to the opinion expressed in a report which they presented to the chancery commissioners in the year 1851, that the number of judges in chancery should be so far increased as to admit of one of them being continuously in chambers in each branch of the court, to work out, with his officers, the more important details of the cases brought before him.

Although the council have not as yet received any official intimation of the course which the vice-chancellor proposes to take in the matter, they understand that their suggestions as to an addition to the staff are likely to be acted upon.

## COMMISSIONERS TO ADMINISTER OATHS IN CHANCERY.

In January last, the committee of management of the Metropolitan and Provincial Law Association addressed a memorial to the Lord Chancellor praying that his Lordship would be pleased to revise the regulations for granting commissions to administer oaths in chancery, and to grant commissions upon the application of all solicitors of ten years' standing who could produce the requisite certificates of respectability. As the committee of management requested to have the concurrence and co-operation of the council to their memorial, the council, after giving the subject consideration, addressed a letter to the Lord Chancellor expressing their full concurrence in the views of the committee of management, and their desire to join in requesting his Lordship to grant the prayer of the memorial.

The application was mainly based upon the circumstance that the interests of the public would be best promoted by extending facilities for administering oaths without any other limitation than the qualifications of the applicants. Also that the public offices are closed during the vacation, except for a short time only; and that before and after the ordinary hours of attendance at the Record and Writs Clerks office great difficulty is experienced in finding commissioners to take affidavits. The circumstance that in common law all attorneys of respectability are appointed, without regard to the place where they carry on their business, was referred to.

In connection with this subject the council would take the opportunity of reminding the members of the society, and the profession generally, that by the 30th section of the Act 23 & 24 Vict. c. 127, all authorities to administer oaths, *before being acted upon*, are required to be entered with the Registrar of Attorneys. During the past year, it has come to the knowledge of the council that gentlemen have considered themselves qualified to administer oaths in cases where they had paid the fees and obtained the judge's fiat, but before they had obtained and registered their commissions, signed by the judge.

It is needless, perhaps, to observe that, if objections were taken to the reception of an affidavit made under such circumstances, the rejection of the evidence might subject the suitor on whose behalf the affidavit was sought to be used to very serious consequences.

## LAW CLASSES AND LECTURES.

In accordance with what appeared to be the wish of the members at the last annual meeting, the council, immediately afterwards, reviewed the then existing system upon which the lectures and law classes of the society had been conducted.

In considering the subject the council invited the assistance of several gentlemen well qualified to advise them, when it was determined that the classes recently established should be for the present continued; that the system should be changed by having them conducted under the guidance and superintendence of the lecturers themselves, so that the classes should proceed concurrently with the lectures; and that the classes should be, in effect, a system of examination on the subject of the lectures, or on portions of a given book bearing on the same subject.

It was thought that the instruction given at the lectures would, by these means, become impressed on the memory of the student, and that a system of constant examination would test from time to time the progress made by them.

The council accordingly appointed the following gentlemen as their lecturers and readers for the ensuing course, viz:—

Mr. T. L. Murray Browne, of Lincoln's-inn—Conveyancing and the law of Real Property.

Sir George Young, Bart., of Lincoln's-inn—Equity.

Mr. C. H. Anderson, of the Temple—Common Law and Mercantile Law.

The number of subscribers to the lectures was 152, being more than double the number of the previous year. The number of subscribers to the classes was 70, being 25 less than in the previous year.

The council refrain from expressing any opinion on the effect of the change of system, as they feel that it would be premature to do so until it has had a further trial.

The average number of attendances of each of the students at the classes (9 in number on each branch) was as follows:—conveyancing, 7; equity, 5; common and mercantile law, 7. It should be observed, with reference to the attendances at the equity class, that either before, or during their progress, two final examinations were held, so that several of the students ceased to attend.

## THE PRELIMINARY, INTERMEDIATE, AND FINAL EXAMINATIONS.

In their last report the council referred to an interview which a deputation from their body had had with the Lord Chief Justice Cockburn, the Lord Romilly, the Lord Chief Justice Bovill, and the Lord Chief Baron Kelly on the subject of the power vested in their Lordships of dispensing, either wholly or partially, with the preliminary examination.

During the past year some of their Lordships have, in accordance with a suggestion made at that interview, been pleased to communicate to the council applications made to them for dispensing with the examination in which the circumstances appeared to be in any way doubtful, or required further investigation.

The council believe that the practice thus adopted will be very advantageous to the profession.

The following is the result of the several examinations held since the last annual general meeting:—

*Preliminary Examination.*—In July, 1867, 111 candidates passed and 36 were postponed; in October, 126 passed and 35 were postponed; in February, 1868, 147 passed and 64 were postponed; and in May last, 170 passed and 51 were postponed.

*Intermediate Examination.*—In Michaelmas Term, 1867, 172 candidates passed and 11 were postponed; in Hilary Term, 1868, 43 passed and 6 were postponed; in Easter Term, 1868, 112 passed and 23 were postponed; and in Trinity Term last, 129 passed and 10 were postponed.

*Final Examination.*—In Michaelmas Term, 1867, 76 candidates passed and 17 were postponed; in Hilary Term, 1868, 70 passed and 25 were postponed; in Easter Term, 85 passed and 7 were postponed; and in Trinity Term last, 109 passed and 13 were postponed.

*Prizes.*—The list of candidates who have succeeded in obtaining honorary distinction has already been given in our columns.

The council have much pleasure in stating that Mr. Francis Broderip has, with the view of encouraging the study of conveyancing, invested, in the society's name, the sum of £333 6s. 8d., the dividends of which are to be available for a prize on conveyancing.

The terms under which this, and other prizes, will be awarded, are now under consideration.

## USAGES OF THE PROFESSION.

The council have, since the publication of their last report, given their opinion on the following questions involving professional usage, viz.:—custody of a deed; division of the costs of carrying into effect a sale of property under an arrangement between the solicitors to transact the business jointly; liability of solicitor for payment of arbitrator's fees; costs attending the assignment of securities to the liquidator of a joint-stock bank; costs of lease and counterpart; production of documents; extra costs occasioned in dealing with incumbrances disclosed by the abstract, but not by the particulars, on sale of leasehold property; offer by vendor, in condition of sale, to make a gratuitous covenant to the purchaser; preparation of substituted covenant to produce deeds.

## MATTERS RELATING TO ATTORNEYS.

The cases which the council have considered respecting the misconduct of attorneys and solicitors have been numerous; some of them are still pending.

A rule has been granted for the removal of the name of an attorney from the roll, and two attorneys have been suspended from practice for a period. In another instance, a rule *nisi* for striking the name of the attorney from the roll has been enlarged until Michaelmas Term next.

The council have also been compelled to oppose applications for the restoration of two persons to practise, whose names had been struck off the roll, and in both instances the applications were refused.

It has also been found necessary to oppose the applications of several attorneys who sought to renew their certificates, where the evidence of their employment since the expiration of their respective certificates was not satisfactory.

## AFFAIRS OF THE SOCIETY.

A resolution was passed at the last annual meeting, under which the council were enabled to complete the purchase of the house and premises immediately adjoining the society's building, being No. 102, Chancery-lane.

Before taking into consideration any proposed alterations

and additions to the society's building, the council thought it would be well to acquire the freehold of the house No. 101; and get in outstanding interests in that house, and in No. 102; so that such alterations and additions might be made to extend to the entire block lying between the present building and Carey-street. That object cannot be accomplished at present.

The council, therefore, have now under consideration some suggested additions to the building by the appropriation of such part of the recently acquired property of the society as can now be made available for the purpose.

888 volumes have been added to the library by donations and purchases since the last annual meeting.

Donations of books have been received from the following gentlemen:—

Thomas Bateman, Esq.	R. A. Macfie, Esq.
W. B. Brook, Esq.	H. W. Peek, Esq. (per
Rev. T. F. Cooke.	P. H. Lawrence, Esq.)
T. N. Crosse, Esq.	Mr. Edward Plunket.
S. E. Donne, Esq.	C. Rivington, Esq.
Dudley Field, Esq.	H. C. Rothery, Esq.
William Griffith, Esq.	A. Rumsey, Esq.
Wm. Hepple, Esq.	The Lord Stanley.
Col. H. James (per Secre-	R. Thomas, Esq.
tary at War).	E. E. Wendt, Esq.
G. W. Lawrence, Esq.	Robt. Wilson, Esq.
Jas. Lorimer, Esq.	Dr. Winniwarter.

Prints of the local and personal and private Acts of Parliament, passed in the session 1867, have been presented by the parliamentary agents.

The proposed new catalogue is now in proof; before it is printed for the use of the members it will be subjected to a very careful revision.

The auditor's report has been open for the inspection of the members since the 15th April last.

There are now 2,218 members of the society; 1,615 residing in town, and 603 in the country.

#### LAW STUDENTS' DEBATING SOCIETY.

The Annual Meeting of this Society was held at The Law Institution on Tuesday last. Mr. G. Sangster Green in the chair.

Mr. Widdows retired from the Office of Honorary Treasurer, and Mr. Edgar Harvie was elected in his stead. Mr. W. H. Herbert was elected to the Office of Honorary Secretary in the place of Mr. Harvie.

Messrs. Austin, Hunter, Montagu, Warmington, and Widdows were appointed the Committee, and Messrs. Gallo-way and Byrne, Auditors, for the ensuing year. Votes of thanks were accorded to Mr. G. Sangster Green and Mr. W. H. Lloyd, on their retirement from office, for their long and valuable services.

The Society then adjourned to the 27th October next. The following is a copy of the Committee's report of the proceedings of the Society during the past year.

To the Members of the Law Students' Debating Society.

Gentlemen,—We beg to lay before you our report of the proceedings of the Society during the session which is now about to close.

The session has comprised 33 meetings at which 16 Legal and 10 jurisprudential questions have been discussed, the debate on the Irish Church question having occupied two evenings. The remaining evenings have been devoted to the consideration of subjects relating to the practical working of the Society.

Thirty-one new Members have been elected during the session, and your Committee have much pleasure in referring to the fact that this number is considerably in excess of the number elected during the last two sessions, which were respectively 19 and 17. Eleven members having resigned during the session, there are now 150 members on the roll of the society, a larger number than has ever been recorded.

The average number of members attending the meetings has been 27—the highest 37, and the lowest 13. The average number of speakers has been 10, and of voters 14, of whom 10 voted in person and 4 by the register book.

The average length of the debates has been about two hours.

Your committee have held nine meetings during the session, and have carefully considered forty-five legal questions, of which seventeen have been approved for debate.

The following alterations have been made in the society's rules during the session. The 6th rule has been amended

to the effect that members of three years' standing may now at any time pay the sum of £2 2s. 0d. in lieu of future annual subscriptions. By the 8th rule as amended the term at the expiration of which members who failed to pay their fines and subscriptions, after written application, would cease to be members, unless satisfactory cause were shown at the following quarterly meeting, has been extended to the first meeting in January next following the application.

By the 15th and 16th rules, as amended, the annual statement of receipts and expenditure is to be balanced, audited, and printed, for distribution at the annual meeting. In pursuance of this amendment, the statement of account for the current year has been printed, and is laid before you at this meeting.

The committee who were appointed during the last session to consider and report upon the subject of applying part of the surplus funds of the society to the establishment of a prize, open to members who had distinguished themselves at the final examinations of candidates for admission as attorneys, having made their report, the proposed scheme was rejected.

At the final examinations held during the past year several of the members of the society have honourably distinguished themselves.

We have the honour to be, Gentlemen,  
Your very obedient servants,  
G. SANGSTER GREEN.  
WM. HODSON LLOYD.  
THOMAS WIDDOWS.  
LESLIE HUNTER.  
H. MONTAGU.  
W. GROVES.  
EDGAR C. HARVIE,  
Secretary.

Law Institution, 7th July, 1868.

#### LAW STUDENTS' JOURNAL.

The July examination on the Subjects of the Lectures and Classes of the Readers of the Inns of Court, held at Lincoln's Inn Hall, on the 1st, 2nd, and 3rd days of July, 1868.

The Council of Legal Education have awarded the following exhibitions to the undermentioned students, of the value of thirty guineas each, to endure for two years:—

Constitutional Law and Legal History—William Garvie, Esq., student of Lincoln's Inn.

Jurisprudence, Civil, and International Law—Cornelius Marshall Warmington, Esq., student of the Middle Temple.

Equity—John Arnell Creed, Esq., student of the Middle Temple.

Common Law—Charles Henry Turner, Esq., student of Lincoln's Inn.

The Law of Real Property, &c.—George Nicholas Marcy, Esq., student of Lincoln's Inn.

The Council of Legal Education have also awarded the following exhibitions of the value of twenty guineas each, to endure for two years, but to merge on the acquisition of a superior exhibition:—

Equity—Thomas Brett, Esq., student of the Middle Temple.

Common Law—Richard Halliday, Esq., student of the Middle Temple.

The Law of Real Property, &c.—Thomas Brett, Esq., student of the Middle Temple.

#### COURT PAPERS.

##### COMMON LAW BUSINESS AT THE JUDGES' CHAMBERS.

Judges' Chambers, July 9, 1868.  
The following regulations for transacting the business at these chambers will be observed till further notice.

By order.  
All summonses are to be taken out at the Common Pleas and Exchequer Chambers, and to be made returnable at half-past ten o'clock at the chambers of the judges of the court in which action is brought; every person taking out a summons to name the court.

Original summonses only to be placed on the files, and numbered, and such as are attendable before the masters, will be heard by them at the chambers of the judges of the court in which the actions are brought.



That notice of attendance by counsel on summonses be given at the time of service of the summons, and that the party served with a copy summons shall give the best notice he can of attendance of counsel, before the return of the said summonses.

Summonses adjourned by the judge will be heard at a quarter to eleven o'clock precisely, according to their numbers, on the adjournment file; and those on that file not answered to, will be placed on the general file.

Orders made by the judge will be drawn up at the Queen's Bench judges' chambers.

Summonses adjourned by the masters will be heard by them at eleven o'clock precisely, according to their numbers on the adjournment file, and those on that file not answered to will be placed on the general file.

All orders made by consent, or by the masters, will be drawn up at the Common Pleas and Exchequer chambers.

That affidavits for *ex parte* orders be endorsed with the names of the parties, the nature of the application, and the statute under which such application is made, and that such affidavits (except those to hold to bail or under special circumstances) be left the day before, and delivered out the following morning.

Affidavits read or referred to before the judges or masters, must be properly endorsed, and bear a shilling stamp for filing, when produced, otherwise the case will not be heard.

Affidavits are to be sworn in the Exchequer judges' chambers.

All affidavits used and filed at the Common Pleas and Exchequer judges' chambers will be deposited daily at the Queen's Bench judges' chambers for the purpose of inspection, and obtaining copies there, when necessary.

Acknowledgment of deeds are to be taken at half-past ten o'clock; those not then ready must be postponed.

The judge directs particular attention to the rule of Michaelmas Term, 1867, and desires it to be distinctly understood that he will not take any summonses, or hear any matter, which ought properly to go before the masters.

#### THE ADMINISTRATION OF PUBLIC JUSTICE IN THE COLONIES.

—The Duke of Buckingham attended the Judicial Committee of the Privy Council on Monday, on the hearing of a memorial from the Court of Policy of British Guiana on the removal of Chief Justice Beaumont from the bench on the ground of alleged judicial misconduct. The Judicial Committee was composed of Sir W. Erle, Lord Justice Wood, Lord Justice Selwyn, Sir Robert Phillimore, Sir E. V. Williams, and Sir J. Colville. On the part of the Crown, the Attorney-General, Mr. Coleridge, Q.C., Mr. Edmund F. Moore, and Mr. Fitzroy Kelly appeared. Sir R. Palmer and Mr. Cracknell were for the Chief Justice. Connected with the memorial was an appeal in the list, *M'Dermott v. The Judges of British Guiana*, in which the appellant, the proprietor of the *Colonist* newspaper, sought to reverse a sentence of six months' imprisonment for contempt of court by certain articles referring to matters on which the address of the inhabitants of the colony was founded. Mr. Coleridge, Q.C., Mr. C. Pollock, and Mr. Edmund F. Moore were for the appellant; the Solicitor-General and Mr. Archibald were for the Judges of British Guiana. The Attorney-General proceeded to open the memorial praying for the removal of Chief Justice Beaumont, and had not concluded at the rising of the Court.—*Times*.

In the list of gentlemen who obtained the degree of LL.D. at the last examination of the University of London occurs the name of Mr. Lewis A. Mendes, of the Middle Temple, Barrister-at-Law, and formerly of the Doveton College, Calcutta. Mr. Mendes passed in honours at the general examination held by the Council of Legal Education in Michaelmas, 1867, and we believe he is the first gentleman from India who has obtained the Doctor's Degree of Civil Law in this country.

A curious difficulty arose on Tuesday, June 30th, at the Staffordshire quarter sessions. The foreman of a jury which had been occupied in trying a case handed in a verdict explaining that eleven of the jury concurred in it, and that the twelfth jurymen was too drunk to concur in anything, save in a desire for more liquor. Mr. Twenlow, the assistant chairman, immediately ordered the tipsy jurymen into custody, where he was detained until the rising of the court on Wednesday.—*Pall Mall Gazette*.

We are glad to say that the statement in a legal contemporary as to the dullness of the law bookselling and publishing business is incorrect.

The trustees of William and Mary College, Virginia, received from England, a few weeks since, a remittance of 8,000 dols., the accumulated proceeds of a legacy left for the college in 1742 by an English lady named Margaret Whaley. The original legacy was £50 sterling, to be applied by the executors of the

Whaley estate to William and Mary College, and has been hitherto unknown or forgotten until accidentally discovered by a lawyer in searching over some old papers.—*New York Times*.

## PUBLIC COMPANIES.

### ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 10, 1868.

(From the Official List of the actual business transacted.)

#### GOVERNMENT FUNDS.

3 per Cent. Consols, 94½	Annuities, April, '85 12½
Ditto for Account, Aug. 95	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 94½	Ex Billa, £1000, per Ct. 16 p m
New 3 per Cent., 94½	Ditto, £500, Do 16 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 16 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 244
Annuities, Jan. '80 —	Ditto for Account.

#### INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 215	Ind. Enf. Pr., 5 p Ct., Jan. '73 104
Ditto for Account.	Ditto, 5½ per Cent., May, '73 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent.,
Ditto for Account.	April, '64 —
Ditto 4 per Cent., Oct. '88 105	Do. Do., 5 per Cent., Aug. '73 105½
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 32 p m
Ditto Enfaced Ppr., 4 per Cent. 91	Ditto, ditto, under £1000, 32 p m

#### RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter .....	100	84
Stock	Caledonian .....	100	71½
Stock	Glasgow and South-Western .....	100	97
Stock	Great Eastern Ordinary Stock .....	100	37
Stock	Do., East Anglian Stock, No. 2 .....	100	7½
Stock	Great Northern .....	100	102
Stock	Do., A Stock* .....	100	94½
Stock	Great Southern and Western of Ireland .....	100	97
Stock	Great Western—Original .....	100	49
Stock	Do., West Midland—Oxford... ..	100	31½
Stock	Do., do.—Newport .....	100	30
Stock	Lancashire and Yorkshire .....	100	128½
Stock	London, Brighton, and South Coast.....	100	51½
Stock	London, Chatham, and Dover .....	100	19½
Stock	London and North-Western .....	100	114
Stock	London and South-Western .....	100	92
Stock	Manchester, Sheffield, and Lincoln.....	100	42½
Stock	Metropolitan .....	100	113
Stock	Midland .....	100	103
Stock	Do., Birmingham and Derby .....	100	76
Stock	North British .....	100	34
Stock	North London .....	100	119
10	Do., 1866 .....	100	11½
Stock	North Staffordshire .....	100	57½
Stock	South Devon .....	100	45
Stock	South-Eastern .....	100	74½
Stock	Taff Vale .....	100	144

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

The week opened with much buoyancy, which subsequently, however, received somewhat of a check. Still, however, the week has been a considerable improvement upon the few weeks immediately preceding. Foreign securities are now pretty firm, and railway investments, though less in request than they were earlier in the week, are somewhat stronger than they have been of late.

## ESTATE EXCHANGE REPORT.

### AT THE MART.

June 29.—By Messrs. F. & A. MALLERS. Leasehold residence, with outbuildings, stabling, pleasure grounds, and meadow land, about 6 acres, also an allotment of 0a 2r 4p, situate at Griggs-green, Bramshott, Hants.—Sold for £1,220.

June 30.—By Messrs. ELLIS & SON. Leasehold residence, No. 28, Carlton-road, Maida-vale, Paddington; term, 80 years, at £4 5s. per annum—Sold for £308. Leasehold, 2 residences, Nos. 21 and 23, Albion-square, Trafalgar-road, Dalston; term, 70 years unexpired, at £14 per annum—Sold for £1,020.

Leasehold house, No. 16, Cobden-terrace, St. Katherine's-road, Notting-hill, let at £26 per annum; term, 70 years from 1852, at £4 per annum—Sold for £110.

By Messrs. DRAVER & CO. Freehold, on 2r 33p of building land, fronting Fillebrook-road, Leytonstone, Essex.—Sold for £350.

By Mr. F. A. MULLETT. Leasehold residence, with stabling, No. 42½-Hill-street, Berkeley-square; term, 20 years unexpired, at £95 per annum—Sold for £4,200.

By Mr. S. WALKER. Leasehold business premises, No. 180, Jamaica-road, Bermondsey, let at £37 16s. per annum; term, 81 years from 1866, at £11 per annum—Sold for £550.

By Mr. GEO. ETHERINGTON.

Freehold farm houses, with buildings, cottages, and 207a 3r 25p of land, situate in and near the village of Greatham, Hants—Sold for £11,500.  
 By Messrs. BROAD, PURCHARD, & WILKINSON.  
 Freehold house, with shop and stabling, situate in High-street, Slough, Bucks, let at £52 10s. per annum—Sold for £800.  
 Freehold, 3 residences, Nos. 6 to 8, Park-villas, Avenue-road, Lower Norwood, annual value £180—Sold for £2,080.  
 Freehold building estate, containing upwards of 1,000 feet frontages to Canterbury-road, Manor-street, Broomhall-grove, and Friends-grove, Old Kent-road—Sold for £3,185.  
 Leasehold residence, No. 1, Victoria-road, Dulwich Wood-park, annual value, £180; term, 70 years unexpired, at £10 per annum—Sold for £1,500.  
 Leasehold house, No. 2, Rosemary-terrace, Mortlake, annual value, £45; term, 93 years unexpired, at £5 10s. per annum—Sold for £1,350.  
 Leasehold, the Prince of Wales beerhouse, with stabling and 2 cottages, Nos. 1 to 4, Salop-terrace, Lyham road, Clapham New-park, annual value, £110 10s.; term, 99 years from 1859, at £12 per annum—Sold for £800.

July 1.—By Messrs. DRIVER & Co.

Freehold, Blackney and Glibney-cum-Blackney farms, in the parish of Stoke Abbott, Dorset, consisting of 233a 3r 25p of arable and grass lands, with homestead, farm buildings, and five cottages—Sold for £11,950.  
 Freehold estate, known as Monkwood, in the parishes of Stoke Abbott and Marshwood, Dorset, consisting of 62a 4r 5p of arable and grass lands, with farmhouse and buildings—Sold for £4,360.  
 July 2.—By Messrs. DEBENHAM, TEWSON, & FARMER.  
 Leasehold, 3 cottages, shops, and office, situate at the corner of Browns-road, Surbiton-hill, annual value, £48; term, 86½ years from 1866, at £10 per annum—Sold for £300.  
 Leasehold house and shop, Nos. 366 and 368, Walworth-road, let on lease at £125 per annum; term, 99 years from 1863, at £20 per annum—Sold for £1,510.

By Messrs. TILSON & SON.

Freehold mansion, with stabling and pleasure grounds, known as Brook House, Maison Dieu-road, Dover, Kent—Sold for £3,750.  
 Freehold, 1a 1r 11p of land, adjoining above—Sold for £1,550.

By Messrs. W. & C. MOORE.

Freehold house, No. 59, Whitfield-street, Tottenham-court-road, annual value, £60—Sold for £860.  
 Leasehold house, No. 208, Stanhope-street, Hampstead-road, let at £53 per annum; term, 90 years from 1844, at £8 8s. per annum—Sold for £310.  
 Leasehold residence, No. 2, Mornington-crescent, Hampstead-road, let at £30 per annum; term, 91 years from 1827, at £21 per annum—Sold for £360.  
 Leasehold residence, No. 17, Hawley-road, Kentish-town, let at £52 10s. per annum; term, 91 years from 1845, at £2 10s. per annum—Sold for £605.  
 Leasehold, 2 houses, Nos. 85a and 87, Great College-street, Camden-town, annual value £20 each; term, 22 years from 1867, at £3 each per annum—Sold for £290.

July 3.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold property, being No. 14, Austin-fraser, City, occupying an area of upwards of 3,000 superficial feet—Sold for £11,900.  
 By Messrs. FAREBROTHER, LYE, & WHEELER.

Freehold property, known as the Harcourt Estates, situate in the parishes of Tring, Albury, and Wigginton, Herts, comprising about 807 acres of land, together with the manors of Pendlay, Wigginton, and Bunstrux, the whole producing £1,200 a year—Sold in 14 lots as follows:—Lot 1 sold for £21,300. Lot 2, £5,050. Lot 3, £12,000. Lot 4, £100. Lot 5, £1,200. Lot 6, £990. Lot 7, £1,550. Lot 8, £1,500. Lot 9, £2,700. Lot 10, £670. Lot 11, £1,400. Lot 12, £720. Lot 13, £1,400. Lot 14, £1,150.

July 7.—By Messrs. DRIVER & Co.

Freehold, 4a 1r 36p of building land, fronting Hitchin Hatch-lane, Sevenoaks, Kent—Sold for £1,000.  
 Freehold, 3a 0r 20p of building land, situate as above—Sold for £1,450.  
 Freehold and leasehold property, known as Forest Lodge, in the parishes of Rogate, Bram-hott, and Shotton, Sussex, comprising a residence, with pleasure grounds, cottages, and nearly 35 acres, together with the manor of Rogate Bohunt, comprising about 551 acres—Sold for £5,700.  
 Freehold estate, known as Brambles, Basingstoke, Hants, comprising a residence, with stabling, pleasure grounds, offices, and 1a 1r 9p of land, also Brambles-cottage, and cottage tenements—Sold for £5,000.

By Messrs. FAREBROTHER, CLARKE, & Co.

Freehold, 2a 3r 3p of building land, part of The Grove Meadows, Muswell-hill, Hornsey—Sold for £2,500.  
 Freehold property, known as Colham-house, Colham-green, Hillingdon, Middlesex, comprising a residence, with stabling, farmyard, pleasure grounds, and land, 4a 2r 12p, also the reversion to 4 cottages—Sold for £2,400.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold residence, with gardens and grounds, known as the Hermitage, Southgate, Middlesex; term, 12 years unexpired, at £55 per annum—Sold for £660.

Freehold property, known as the Old King's Head Tavern, Nos. 29 and 30, Old Jewry, let on lease at £250 per annum—Sold for £6,700.

By Mr. J. A. SMITH.

Leasehold, 2 cottages, Nos. 4 and 5, Wilsons-road, Great Church-lane, Hammersmith, producing £24 18s. per annum; term, 90 years from 1866, at £7 per annum—Sold for £205.

By Mr. SATTLE.

Freehold residence, No. 4, York-villas, Albion-road, Stoke Newington, annual value, £70, also outbuildings' premises attached, let on lease at £50 per annum—Sold for £2,305.

July 8.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold plot of building land, situate at Muswell-hill—Sold for £70.  
 Messrs. EDWIN FOX & BOURFIELD.

Freehold pleasure farm, comprising about 124 acres, with residence, pleasure garden, and buildings, in the parish of North Benfield, Essex—Sold for £8,200.

Leasehold residence, with stabling, known as Mansfield House, St. John's Wood; term, 77 years unexpired, at £12 per annum—Sold for £1,805.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

BOUCHER—On July 4, at Wiveliscombe, the wife of Benjamin Boucher, Esq., Solicitor, of a daughter.  
 CLUTTERBUCK—On June 29, at No. 22, Hartington-place, Carlisle, the wife of R. H. Clutterbuck, Esq., Solicitor, of a daughter.  
 RANDOLPH—On July 7, at 7, Sutherland-terrace, Westbourne-park, W., the wife of C. Foyle Randolph, Esq., Barrister-at-Law, of a son.  
 WHEELER—On June 30, at St. Mary Cray, Kent, the wife of T. W. Wheeler, Esq., Barrister-at-Law, of a son.

### MARRIAGES.

BISHOP—COOKE—On July 8, at Townstal Church, Dartmouth, Richard Preston Bishop, Esq., Solicitor, of Exeter, to Mary Eales Alice, daughter of the late J. R. M. Cooke, Esq.  
 WOODCOCK—ROBINSON—On July 2, at the Parish Church, Syston, Leicestershire, Christopher Cleaver Woodcock, Esq., Solicitor, of Runcorn, Cheshire, to Amelia Fanny, daughter of John Chadwick Robinson, Surgeon, of Syston.

### DEATHS.

ALLCOCK—On July 9, William P. Allcock, Esq., Solicitor, of Birmingham, aged 54.  
 CREAM—On June 19, at Eye, Suffolk, Charles Cream, Esq., Solicitor, aged 82.  
 STONE—On July 7, at Petra-villa, Weston-super-Mare, John Stone, Esq., Barrister-at-Law, late of the Western Circuit, in his 79th year.

## LONDON GAZETTES.

### Winding-up of Joint Stock Companies.

FRIDAY, July 3, 1868.

#### LIMITED IN CHANCERY.

Brighton Arcade (Limited).—The Master of the Rolls has, by an order dated June 27, ordered that the voluntary winding up of the above company be continued, Snell, George-st., Mansion-house, solicitor for the petitioner.  
 Discount Company (Limited).—Vice-Chancellor Malins has, by an order dated June 26, ordered that the above company be wound up. Wilkinson, Lincoln's-inn fields, solicitor for the petitioner.  
 General Provident Assurance Company (Limited).—Vice-Chancellor Malins has fixed July 18, at 12, for the appointment of an official liquidator.  
 Herefordshire Steam Cultivating, Threshing, and General Implement Company (Limited).—The Master of the Rolls has, by an order dated June 4, appointed William Lewis, 50, Commercial-st., Hereford, to be official liquidator.  
 Norfolk Square Hotel Company (Limited).—Petition for winding up, presented July 2, directed to be heard before the Master of the Rolls on July 11. Montagu, Bucklersbury, solicitor for the petitioner.  
 Park Lane Company (Limited and Reduced).—Petition for reducing the capital from £50,000 to £15,000, presented Feb 25, directed to be heard before Vice-Chancellor Malins on July 17. Wordsworth & Co, South Sea House, Threadneedle-st., solicitors for the company.  
 West India and Pacific Steam Ship Company (Limited and Reduced).—Petition for reducing the capital from £1,250,000 to £625,000 was, on June 30, presented to the Lord Chancellor, and is now pending. The list of creditors of the company is to be made out as for Aug 6.

#### UNLIMITED IN CHANCERY.

Clifden Benefit Building Society.—The Master of the Rolls has, by an order dated June 24, appointed William Dew, of Bangor, to be official liquidator.  
 Plymouth Exchange Company.—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to John Alger, Plymouth. Tuesday, July 28, at 2, is appointed for hearing and adjudicating upon the debts and claims.  
 Victoria Permanent Benefit Building, Investment, and Freehold Land Society of Birmingham and the Midland Counties.—Vice-Chancellor Malins has, by an order dated July 1, ordered that the above company be wound up. Chilton & Co, Chancery-lane, solicitors for the petitioners.

### Friendly Societies Dissolved.

FRIDAY, July 3, 1868.

Llwyfon Friendly Society, Llanbadarnfawr, Cardigan. June 29.

### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 3, 1868.

Bailey, Chas, Tollington, Sussex, Coachman. July 24. Bailey v Bailey, V.C. Stuart.  
 Davis, Wm, Epping, Essex, Builder. July 24. Hampton v Woodward, M.R.  
 Evans, Sarah, Swansea, Glamorgan, Widow. July 25. Williams v Davies, V.C. Malins.  
 Mulcock, Geo Collis, Seaman. Jan 11. Mulcock v Mulcock, V.C. Stuart.  
 Musket, Sophia, Bury St Edmunds, Suffolk, Spinster. July 25. Musket v Musket, V.C. Malins.  
 Smith, John, Galsburgh, York, Gent. July 31. Dawson v Small, V.C. Giffard.

TUESDAY, July 7, 1868.

Andrew, In re John, Worsborough, York, Clerk. Aug 1. M.R.  
 Besley, Fredk, Lower Thames-st, Wharfinger. July 28. Besley v Besley, M.R.  
 Jones, Evan, Cumberland-st, Brompton, Builder. Oct 1. Jones v Staples, V.C. Stuart.  
 Jones, Saml, Wrexham, Denbigh, Mining Agent. Oct 10. Jones v Jones, V.C. Stuart.  
 Saffron Walden Railway Company. Oct 28. Emson v The Saffron Walden Railway Company, V.C. Malins.  
 Thompson, Robt, Epool, Tallow Chandler. Aug 10. Law v Carmichael, M.R.

**Creditors under 22 & 23 Vict. cap. 35.***Last Day of Claim.***FRIDAY, July 3, 1868.**

Barnescott, Rebecca, Plymouth, Devon, Spinster. July 30. Phillips & Sons, Plymouth.  
 Berger, Geo, Newcastle-st. Strand, Printer. Aug 10. Dobinson & Geare, Lincoln's-inn-fields.  
 Broughton, Richd, Woodhouse, Leeds, Innkeeper. Aug 1. Bulmer, Leeds.  
 Butlin, Mary, Crick, Northampton, Widow. Aug 1. Roche, Davenport.  
 Carr, Thos, Leek, Stafford, Silk Manufacturer. Aug 1. Redfern & Son, Leek.  
 Charles, Andrew Paton, Lower Heath, Hampstead, Soap Manufacturer. Sept 1. Thomson & Son, Cornhill.  
 Folitt, John, White Horse-st, Piccadilly, Dealer in Horses. Aug 5. Pearpoint, Leicester-sq.  
 Jollie, Wm, Gateshead, Durham, Doctor. Sept 1. Steel, Sunderland.  
 Jones, Emma, Bryntirion, Denbigh, Spinster. Nov 1. Louie, Ruthin.  
 Magnall, Martha, Bowden, Chester, Widow. Sept 1. Mason & Co, Gresham-st.  
 Mildmay, Edwd St John, Wilton-crescent, Esq. July 31. Bray & Co, Gt Russell-st.  
 Moore, Jas, Cowper-rd, Hornsey, Gent. Aug 14. Elliott, Grecian-chambers, Devereux-st, Strand.  
 Mulliner, Robt, Stotham Aspal, Suffolk, Farmer. Aug 11. Hayward & Son, Needham Market.  
 Pearso, Sarah, Wansstead, Essex, Widow. Aug 8. Ellis & Ellis, Spring-gardens.  
 Rudhall, Hy, Bristol, Esq. Sept 1. Burgess, Gray's-inn.  
 Ward, Margaret Ann, Frederick-st, Gray's-inn-rd, Widow. Aug 6. Tylee & Co, Essex-st, Strand.  
 Wilman, Thos, Dewsbury, York, Spirit Merchant. Aug 15. Chadwick & Son, Dewsbury.  
 Wilson, Abigail, York, Widow. Aug 1. Thompson, York.

**TUESDAY, July 7, 1868.**

Austin, Jas, Burnham, Bucks, Yeoman. Aug 12. Charsley, Beaconsfield.  
 Basalgette, John, Dorset-sq, Colonel. Sept 1. Gregory & Co, Bedford-row.  
 Bryant, Sarah, Parkstone, Dorset, Widow. Aug 15. Mayhew, Gt Marlborough-st.  
 Chapman, John Bishop, Churchill, Somerset, Farmer. Aug 22.  
 Dale, John, Wadley Bridge, York, Farm Labourer. Aug 10. Smith & Hinde, Sheffield.  
 Dawkins, Wm, Beaconsfield, Bucks, Gent. Sept 29. Charsley, Beaconsfield.  
 Ellis, Ann, Kirkburton, York, Widow. Aug 11. Sykes, Huddersfield.  
 Holland, Mary, Nottingham, Spinster. Sept 1. Everall, jun, Nottingham.  
 Jackson, Joseph, Sheffield, Pen Blade Grinder. Aug 10. Smith & Hinde, Sheffield.  
 Johnstone, Chas Edwd, Gloucester-pl, Portman-sq, Esq. Sept 3. Bennett & Co, New-sq, Lincoln's-inn.  
 Joseph, Abraham, Plymouth, Devon, Gent. Aug 27. Phillips & Sons, Plymouth.  
 Mitchell, Alice, York, Widow. Aug 10. Robson & Suter, Halifax.  
 Rodet, Theodore Jean, Paris, Gent. Aug 1. Lindo & Sons, King's-arms-yard.  
 Salisbury, Jas Brownlow Wm Gascoyne, Marquess of, Hatfield, Hertford. Sept 1. Nicholson & Hubert, Spring-gardens.  
 Sewell, Saml, Queen's-pl, New-st, Kennington Cross. Aug 16. Huson & Parker, King-st, Cheapside.  
 Slate, Wm, Manch, Licensed Victualler. Aug 4. Heath & Sons, Manch.  
 Starmer, Wm, Partney, Lincoln, Farmer. Sept 1. Bell.  
 Stone, Geo, Netherton, Berks, Yeoman. Aug 31. Godfrey, Abingdon.  
 Thompson, Ellis, Haswell, Durham, Grocer. Aug 10. Wright, Sunderland.  
 Urquhart, John, Bembridge, Isle of Wight, Gent. Aug 31. White, Ryde.  
 Winterbottom, Edwin John, Sloane-st, Dentist. Aug 4. Broughton, Finsbury-sq.

**Deeds registered pursuant to Bankruptcy Act, 1861.****FRIDAY, July 3, 1868.**

Armitt, John, Pembroke-ter, Kensington, Lodging-house Keeper. July 1. Comp. Reg July 1.  
 Ashman, Edwin Arthur, Warminster, Wiltshire, Currier. June 26. Asst. Reg July 1.  
 Atkin, Wm, Burton-upon-Trent, Stafford, Butcher. June 4. Asst. Reg June 30.  
 Auckland, Saml, Pontardawe, Glamorgan, General-shop Keeper. June 5. Comp. Reg June 30.  
 Ayles, Geo, Ringwood, Hants, Grocer. June 16. Asst. Reg June 30.  
 Bachs, Thos, Old Broad-st, Insurance Broker. June 8. Asst. Reg July 3.  
 Baker, Robt, Isle Abbotts, Somerset, Yeoman. June 10. Asst. Reg July 3.  
 Baker, Saml, Isle Abbotts, Somerset, Yeoman. June 10. Asst. Reg July 3.  
 Barbour, Robt, Jas Blacklock, Geo Kenyon, & Thos Leach, Bury, Lancaster, Cotton Manufacturers. June 2. Comp. Reg June 30.  
 Barriball, Thos, & Thos Barriball, jun, Bristol, Leather Merchants. June 11. Asst. Reg July 1.  
 Batstone, John, Silverhill, Hastings. June 29. Comp. Reg July 1.  
 Bennett, Richd Hamer, Ludlow, Salop, Grocer. June 19. Comp. Reg July 1.  
 Bergin, John Francis, Lpool, Grocer. June 16. Asst. Reg June 30.  
 Birks, Wm, Manch, Leather Dealer. June 25. Comp. Reg June 30.  
 Bishop, Robt, Regent's-pk-ter, Gloucester-gate, Gent. June 27. Comp. Reg July 2.  
 Blount, Wm, Swanwick, Derby, Grocer. June 11. Asst. Reg July 1.

Bradley, Sarah, Newcastle-upon-Tyne, Widow. June 25. Comp. Reg July 2.  
 Brown, Edwd Thos, Newcastle-upon-Tyne, Flour Dealer. June 15. Asst. Reg June 26.  
 Brown, John, Hackney-rd, Beerseller. June 15. Comp. Reg June 30.  
 Celledge, Nathaniel, Howdon, Northumberland, Grocer. June 29. Comp. Reg July 2.  
 Comery, Jas, Basford, Nottingham Grocer. June 24. Asst. Reg July 3.  
 Cook, Saml, Newcastle-under-Lyme, Stafford, Picture Frame Manufacturer. June 4. Asst. Reg July 2.  
 Crookes, Chas, Sheffield, Printer. June 23. Comp. Reg July 3.  
 Dixon, Ann, Lpool, Earthenware Dealer. July 1. Comp. Reg July 2.  
 Downs, Peter, Heaten Norris, Lancaster, Tailor. June 26. Comp. Reg July 1.  
 Dyson, Firth, Lockwood, nr Huddersfield, Boiler Maker. June 5. Asst. Reg July 1.  
 Fletcher, Chas, Leicester, Hosier. June 23. Asst. Reg July 2.  
 Fry, Robt, Nottingham, Photographic Artist. July 1. Asst. Reg July 2.  
 Furness, Robt, Esmond-rd, Old Ford, Grocer. June 17. Comp. Reg July 1.  
 Galen, Michael, Brompton, Kent, Grocer. June 20. Comp. Reg July 3.  
 Gledhill, Jane, Dewsbury Moor, York, Cotton Waste Dealer. June 29. Asst. Reg July 2.  
 Goldsmith, Jas, Whitstable, Kent, Shipwright. June 25. Comp. Reg June 30.  
 Gosling, Edwin, Stockport, Chester, Cabinet Maker. June 15. Comp. Reg July 2.  
 Good, Wm, Masboro-rd North, Hammermith. Butcher. June 18. Comp. Reg July 1.  
 Gratton, Jas Joseph, Hackney-rd, Draper. June 4. Comp. Reg June 30.  
 Griffiths, John, Swansea, Glamorgan, Grocer. June 26. Comp. Reg June 30.  
 Hawis, Wm Morgan, New-rd, Woolwich, Tailor. June 25. Comp. Reg July 2.  
 Henbach, Alfred, Addle-st, Wood-st, Importer. June 9. Comp. Reg July 2.  
 Higginbotham, Robt, & John Allen, Leeds, Hackle and Gill Pin Manufacturers. June 13. Asst. Reg July 3.  
 Hill, Geo, Halfpence, Stafford, Beerseller. June 13. Comp. Reg July 2.  
 Hinkley, Arden, Sittingbourne, Kent, Brickmaker. June 22. Comp. Reg June 29.  
 Hockenbuhl, Wm, Overton-bridge, Denbigh, Butcher. June 11. Comp. Reg July 2.  
 Helsdon, Wm John, New Brentford, General Dealer. June 11. Comp. Reg July 3.  
 Hopkins, John Arthur, Swansea, Glamorgan, Currier. June 4. Comp. Reg June 30.  
 Hulce, Joseph, Chester, Cabinet Maker. June 10. Comp. Reg July 2.  
 Hyams, Solomon, Mitre-st, Aldgate, Fruiterer. June 30. Comp. Reg July 3.  
 Jackson, James Bunting, Birm, Surgeon. July 1. Comp. Reg July 3.  
 Jacques, Robt, Saxon-rd, Old Ford, Perfumer. June 15. Comp. Reg July 2.  
 Jennings, Riehd Geo, Bythorne-ter, Brixton-rd, Heraldic Artist. June 15. Comp. Reg June 30.  
 Kelly, John Mason, Maryport, Cumberland, Joiner. June 16. Asst. Reg July 1.  
 Lee, Wm G, Balsall-keath, nr Birm, Nurseryman. June 20. Comp. Reg June 30.  
 Lee, Jas, Monks Coppenhall, Chester, Builder. June 25. Comp. Reg June 30.  
 Maley, Jas Robt, Britannia-rd, Fatham, Builder. May 15. Comp. Reg June 30.  
 Marks, Moses, Birm, Clothier. June 27. Comp. Reg July 1.  
 Mason, John Gurney, Milton-next-Gravesend, Kent, Gent. June 27. Comp. Reg July 3.  
 Meadows, Rev John Brewster, Balstead Lodge, Stoke, Suffolk. June 12. Comp. Reg July 2.  
 Milner, John, Sowerby Bridge, York, Coal Merchant. June 27. Comp. Reg July 1.  
 Mitchell, Frank, Blackburn, Lancaster, Manufacturer. June 16. Asst. Reg July 2.  
 Morgan, Hy, Philip Williams, & John Cadwgan, Pontypridd, Glamorgan, Iron Founders. June 23. Comp. Reg June 3.  
 Morgan, Owen, Ystrad, Glamorgan, Draper. May 8. Asst. Reg July 2.  
 Morris, Thos, Lpool, Provision Dealer. June 20. Comp. Reg July 2.  
 Moss, Abraham Chas, Cambridge-rd, Mile End, Licensed Victualler. June 23. Comp. Reg June 30.  
 Muir, Wm, Lpool, Draper. July 1. Comp. Reg July 2.  
 Newall, John, Plymouth, Devon, Travelling Draper. June 16. Asst. Reg July 1.  
 Nunn, John, Brighton, Sussex, Publican. June 22. Comp. Reg July 2.  
 Oakden, John, Deerhurst, Gloucester, Banker's Clerk. July 1. Comp. Reg July 2.  
 Osbiston, Wm, Hempton, Norfolk, Corn Merchant. June 18. Asst. Reg June 30.  
 Paulson, Elieser, Mansfield, Nottingham, Coal Merchant. June 25. Asst. Reg June 30.  
 Pensom, Thos, Birm, Butcher. June 3. Asst. Reg June 30.  
 Peppy, The Hon Hy Leslie, Grafton-st, Piccadilly. June 26. Comp. Reg July 1.  
 Raven, John, Newman-st, Oxford-st, Gent. June 30. Comp. Reg June 30.  
 Revell, Mark, Bournemouth, Southampton, Builder. June 10. Asst. Reg July 2.  
 Sayer, Robt, Margate, Kent, Builder. June 10. Asst. Reg July 3.



Sayer, Wm, Plumstead, Corn Dealer. June 23. Asst. Reg July 1.  
 Seward, Hy, Old Kent-rd, Auctioneer. July 2. Comp. Reg July 3.  
 Squire, Hy, King William-st, Photographic Shipper. June 30. Comp.  
 Reg July 3.  
 Strimmer, Sigmund, Valentine-rd, South Hackney, Translator of  
 Languages. June 8. Comp. Reg July 2.  
 Theobald, Saml, Furligh, Essex, Grocer. June 8. Asst. Reg June 27.  
 Thompson, Jas, Lpool, Boot Dealer. July 1. Comp. Reg July 2.  
 Wesley, Geo Michael, Birm, Tailor. June 11. Comp. Reg July 3.  
 Wilde, Arthur, Lpool, Corn Miller. Clifton Parkinson, Lpool, Comm  
 Agent. June 20. Comp. Reg July 3.  
 Wilks, Geo, Swansea, Glamorgan. June 5. Comp. Reg June 30.  
 Wilson, Wm, Newbury, Berks, Coachbuilder. June 6. Asst. Reg  
 July 2.  
 Wray, John, Hartlepool, Durham, Grocer. June 22. Comp. Reg  
 June 29.  
 Wreyford, Hy Jas, Torquay, Devon, China Dealer. June 23. Asst.  
 Reg July 1.

TUESDAY, July 7, 1868.

Baldwin, Geo, Gladstone-ter, Peckham, Baker. June 30. Comp. Reg  
 June 1.  
 Barningham, Christopher, Leeds, Cab Proprietor. July 1. Comp.  
 Reg July 4.  
 Barton, Wm, Lpool, Furniture Dealer. June 19. Comp. Reg July 4.  
 Boddan, John, & Jane Cowley, Birkenhead, Chester, Grocers. July 1.  
 Asst. Reg July 6.  
 Bousfield, Joshua, & Stephen Steele, West Hartlepool, Durham,  
 Printers. June 15. Asst. Reg July 7.  
 Bowen, Thos Hy, & Lucy Emma Bowen, Swansea, Glamorgan, out of  
 business. July 2. Asst. Reg July 6.  
 Brettie, Robt, Birm, Victualler. June 16. Comp. Reg July 6.  
 Brown, Chas John, Great Peter-st, Westminster, Oilman. June 26.  
 Comp. Reg July 3.  
 Bull, Benj, Westbury, Wilts, Baker. June 10. Comp. Reg July 6.  
 Buterworth, Edwd, Alfred-st, Bedford-sq, Engineer. June 8. Comp.  
 Reg July 6.  
 Calman, Wm, Pendleton, nr Manch, Grocer. July 4. Comp. Reg  
 July 6.  
 Cain, Hy Chas, Halifax, York, Watchmaker. June 18. Asst. Reg  
 July 6.  
 Caldecott, Hy, Sherborne-st, Blandford-sq, Draper. June 15. Comp.  
 Reg July 3.  
 Campbell, Eliz, Warwick-st, Pimlico, Widow. June 12. Comp. Reg  
 July 4.  
 Cater, Chas, Sheffield, General Dealer. June 15. Asst. Reg July 6.  
 Chorley, Fras, jun, Dursley, Gloucester, Ironmonger. June 12. Asst.  
 Reg July 7.  
 Cottle, Alfred Jas, Watford, Hertford, Chemist. June 30. Comp.  
 Reg July 6.  
 Crookhorn, Chas, Orchard-st, Kingtonal, Farrier. July 6. Comp.  
 Reg July 7.  
 Cundall, Lawrence Drake, Bristol, Stationer. June 9. Asst. Reg  
 July 3.  
 Canion, John, South Eton, York, Provision Dealer. June 6. Asst.  
 Reg July 4.  
 Dagnell, Hy St John, Landport, Hants, Grocer. June 20. Asst. Reg  
 July 7.  
 Ellis, Jas, Kingston-upon-Hull, Tobaccoist. June 17. Comp. Reg  
 July 4.  
 Farnell, Sydney Hy, Warrington, Lancaster, Draper. June 18. Comp.  
 Reg July 3.  
 Garnett, John Ramspear, & Richd Billington, Manch, Smallware  
 Manufacturers. June 10. Asst. Reg July 6.  
 Glover, Chas Robt, Swansea, Glamorgan, Auctioneer. July 2. Asst.  
 Reg July 6.  
 Green, Hy Jas, Hayward's Heath, Sussex, Draper. June 8. Comp.  
 Reg July 6.  
 Griffiths, Wm, Clapham-rise, Professor of Music. June 4. Comp. Reg  
 July 1.  
 Ballaran, Francis, Shudehill, Manch, Clothier. July 2. Comp. Reg  
 July 3.  
 Hedley, Mary, Newcastle-upon-Tyne, Grocer. June 15. Comp. Reg  
 July 7.  
 Hollings, John, & Hy Hollings, Leeds, Woollen Cloth Manufacturers.  
 June 12. Comp. Reg July 7.  
 Jackson, Joseph, Bileston, Stafford, Grocer. July 3. Comp. Reg  
 July 6.  
 James, Nicholas, Bournemouth, Hants, Builder. July 2. Comp. Reg  
 July 6.  
 Jones, Thos, Pontypridd, Glamorgan, Builder. June 29. Comp. Reg  
 July 7.  
 Laird, Wm, Lpool, Hosier. July 6. Comp. Reg July 7.  
 Leyland, Saml, Huxton, nr Lpool, Builder. July 2. Asst. Reg  
 July 9.  
 Ling, Robt Bracey, Exeter, Devon, Draper. June 8. Asst. Reg  
 July 6.  
 Lyle, Jas Grieve, Cross-st, Finsbury, Upholsterer. June 23. Comp.  
 Reg July 3.  
 Mackenzie, Wm, Cowper Quay, Northumberland, Miller. June 9.  
 Asst. Reg July 6.  
 Marriott, Fickford, West Bromwich, Stafford, Upholsterer. July 4. Comp.  
 Reg July 6.  
 McGrew, Alex, Lpool, Provision Dealer. June 26. Comp. Reg July 6.  
 McGett, Wm, Naval-rd, Blackwall, Ship's Smith. July 2. Comp.  
 Reg July 5.  
 Milhae, Morris, & Abraham Michaels, Old-st, Importers of Cigars.  
 June 30. Comp. Reg July 6.  
 Millisent, John Oliver, Ann-st, Mile End Old-town, Proprietor of  
 Stream Saw Mills. June 22. Comp. Reg July 6.  
 Monk, Geo, Angles-rd, Woolwich, Baker. June 12. Asst. Reg  
 July 6.  
 Nock, Jas, Cradley-heath, Stafford, Grocer. June 15. Comp. Reg  
 July 3.  
 Pattison, James, Stratford-mews, Marylebone-lane, Livery Stable  
 Keeper. July 2. Comp. Reg July 4.  
 Percy, Geo Plover, Newbury, Berks, Currier. June 16. Comp. Reg  
 July 6.

Pockett, Geo Wm, Broad-st, Bloomsbury, Pianoforte Action Manu-  
 facturer. July 1. Comp. Reg July 4.  
 Reynolds, Geo, Bath, Tailor. June 9. Comp. Reg July 6.  
 Roberts, John, Lpool, Outfitter. June 6. Asst. Reg July 4.  
 Saunders, Wm, Abergavenny, Monmouth, Nurseryman. June 8. Asst.  
 Reg July 6.  
 Scott, Eden, Windy Nook, Durham, Paint Manufacturer. June 30.  
 Comp. Reg July 4.  
 Scourfield, John, Mountain Ash, Glamorgan, Tailor. June 26. Comp.  
 Reg July 4.  
 Senior, Caleb, Huddersfield, York, Woollen Cloth Manufacturer. June  
 12. Comp. Reg July 6.  
 Shaw, Wm Geo, Bradford, York, Coal Merchant. June 19. Asst. Reg  
 July 6.  
 Stone, Jas, Wellington-mews, Bayswater, Omnibus Proprietor. June  
 26. Comp. Reg July 3.  
 Symons, Edwd, Prisoner for Debt, London. July 3. Comp. Reg  
 July 6.  
 Tattersall, Elis, Thorne, York, Draper. June 25. Comp. Reg July 6.  
 Taylor, Matthew Hy, Jarrow, Durham, Grocer. June 18. Comp. Reg  
 July 3.  
 Thompson, Jas, Masborough, York, Wheelwright. July 2. Asst. Reg  
 July 6.  
 Turner, John, Masborough, York, Steel Roller. June 24. Asst. Reg  
 July 4.  
 Tyars, Francis Thos, Shoreditch, Agent. June 17. Comp. Reg  
 July 2.  
 Wallis, John, Woodall-pl, Brixton, Stationer. June 5. Comp. Reg  
 July 3.  
 Warden, Alex Van, Hy Van Weerden, & Maurics Alex De Groot,  
 Birm, General Merchants. July 7. Comp. Reg July 7.  
 White, Mary, Tavistock, Devon, Widow. June 9. Asst. Reg July 4.  
 Wildman, Jas Joseph, Nottingham, Tailor. July 3. Comp. Reg July 6.  
 Williams, David, Llandewy Velfry, Pembroke, Agricultural Labourer.  
 June 30. Comp. Reg July 6.  
 Wilson, Wm, Pontefract, York, Manure Merchant. June 9. Asst.  
 Reg July 4.

Bankrupts.

FRIDAY, July 3, 1868.

To Surrender in London.

Atherstone, Thos Shelton, Savage-gardens, Wine Merchant. Pet June  
 29. Roche. July 15 at 1. Miller & Stubbs, Eastcheap.  
 Boddy, Sarah, Langton-ter, Blackheath, Fancy Stationer. Pet June  
 29. Roche. July 15 at 1. Johnson & Coote, Gray's-inn-sq.  
 Bonny, Jas, jun, Winford-ter, Rotherhithe, Butcher. Pet June 30.  
 July 17 at 1. Read, Guildhall-chambers, Basinghall-st.  
 Charlton, Wm, Brunswick-st, Barnsbury, Plumber. Pet June 30. July  
 17 at 1. Bartlett, Chandos-st, West Strand.  
 Conduit, Jas Fie, Silvertown, Essex, Licensed Victualler. Pet June  
 20. Murray. July 13 at 1. Stoddart, Arbours-at East.  
 Coyte, Jas, jun, Lincoln's-inn-fields, Attorney. Pet June 29. Pepps.  
 July 15 at 2. Lewis & Co, Old Jewry.  
 De Chastelain, Chas Emmanuel John, Prisoner for Debt, London. Pet  
 June 29. Roche. July 15 at 1. Butterfield, Edgware-rd.  
 Franks, Saml, Whitechapel-rd, Tailor. Pet June 29. July 17 at 12.  
 Buchanan, Basinghall-st.  
 Goldspink, Alfred, Larkhall-lane, Clapham, Grocer. Pet June 29.  
 Roche. July 15 at 1. Wilkinson, Guildhall-chambers.  
 Goodeve, Thos Alfred, Plumstead-rd, Fruiterer. Pet June 30. Pepps.  
 July 15 at 12. Pittman, Upper Stamford-st.  
 Hutchinson, Wm, Wardrobe-pl, Doctor's-commons, Cement Manu-  
 facturer. Pet June 29. Murray. July 13 at 12. Watson, Basing-  
 hall-st.  
 Joselyn, John Underwood, King's-road, Chelsea, Hosier. Pet June 27.  
 July 13 at 2. Clark, Dean's-ct, St Paul's-churchyard.  
 Leach, Wm, Prisoner for Debt, London. Pet June 27 (for pau).  
 Pepps. July 23 at 12. Haigh, jun, King-st, Cheap-side.  
 Meadows, Elijah, Howard-rd, Plaistow, Builder. Pet June 30. Roche.  
 July 15 at 2. Hope, Ely-pl, Holborn.  
 Moseley, Wm Lunn, Prisoner for Debt, London. Pet June 29 (for pau).  
 Cougham. July 17 at 1. Pittman, Guildhall-chambers, Basing-  
 hall-st.  
 Palmer, Thos Geo Adams, Sackville-st, Piccadilly, out of business.  
 Pet July 1. Roche. July 15 at 2. Lowless & Nelson, Gracechurch-  
 st.  
 Paul, Jas Reed, Eliza-pl, Clerkenwell, out of business. Pet June 29.  
 Pepps. July 15 at 2. Barton & Co, Fore-st.  
 Phipps, Jas, Sheerness, Kent, Greengrocer. Pet June 30. Pepps.  
 July 15 at 11. Simey, Serjeants-inn, Fleet-st.  
 Reade, Wm, Aldborough, Suffolk, Butcher. Pet July 1. July 23 at 11.  
 Shafto, Framlingham.  
 Robertson, Geo, Prisoner for Debt, London. Pet June 29. Pepps. July  
 15 at 1. Riches, Cheap-side.  
 Sayer, Jas, Crown-st, Oxford-st, out of business. Pet June 29. Pepps.  
 July 15 at 2. Doyle & Co, Verulam-bldgs, Gray's-inn.  
 Singer, Wm, New Bond-st, Draper. Pet June 27. Pepps. July 15  
 at 1. Edwards, Bush-lane.  
 Stannard, Wm Blake, Gipsy-hill, Upper Norwood, Licensed Victualler.  
 Pet June 30. Pepps. July 15 at 2. Wood, Basinghall-st.  
 Stepan, Carl, Prisoner for Debt, London. Pet June 29 (for pau).  
 Roche. July 15 at 1. Popham, Basinghall-st.  
 Taylor, Geo, Prisoner for Debt, London. Pet June 26 (for pau).  
 Brougham. July 13 at 1. Popham, Basinghall-st.  
 Trotter, Wm, Southwark-st, Hop Merchant. Pet June 29. July 17 at  
 11. Steadman, London-wall.  
 Tupper, John, Claremont-st, Upper Edmonton, General Dealer. Pet  
 June 29. Pepps. July 15 at 1. Davis, Harp-lane.  
 Turner, Thos Joseph, Prisoner for Debt, London. Adj June 22. Pepps.  
 July 22 at 11.  
 Vine, Wm, Aldersgate-st, Lithographic Printer. Pet June 27. July  
 17 at 2. Howard, Paternoster-row.  
 Wadding, John, Everett-st, Brunswick-sq, House Decorator. Pet July  
 1. Roche. July 15 at 2. Harrison, Basinghall-st.  
 West, Richd, Gravesand, Kent, Pilot. Pet June 27. July 17 at 11.  
 Pittman, Guildhall-chambers, Basinghall-st.  
 Whitehead, Jas Saml, Lower-marsh, Lambeth, Pork Butcher. Pet  
 June 30. July 17 at 1. Nash & Co, Suffolk-lane.

Wilson, Jas, Houslow, Beer Retailer. Pet June 29. July 17 at 11. Noon & Davies, New Broad-st.  
Wingrave, Fras Thos, Baker's-bldgs, Liverpool-st, Shopman. Pet June 30. Pepsys, July 15 at 2. Dobie, Basinghall-st.

#### To Surrender in the Country.

Abbott, Hy, Landport, Hants, Bootmaker. Pet June 27. Heward. Portsmouth, July 21 at 12. Walker, Farnsea.  
Ilmet, John, Bedworth, Warwick, Retired Inland Revenue Officer. Pet July 1. Hill, Birmingham, July 15 at 12. Hodgson & Son, Birmingham.  
Astley, Wm, Bury, Lancaster, Draper. Pet June 29. Grundy, Bury, July 16 at 11. Anderton, Bury.  
Barlow, Wm, jun, Blackley, Lancaster, Farmer. Pet June 23. Fardell, Manchester, July 15 at 11. Richardson, Manchester.  
Bartlett, Wm Angel, Bristol, Beerhouse Keeper. Pet June 29. Harley, Bristol, July 17 at 12. Miller.  
Bennani, Mohamed, & Abdelmalik Bennani, Manchester, Merchants. Pet June 24. Maerue, Manchester, July 9 at 12. Atkinson & Co, Manchester.  
Birkett, Robt Alfred Chambers, Barrow-in-Furness, Lancaster, Accountant. Pet June 30. Postlethwaite, Ulverston, July 13 at 10. Ralph, Barrow-in-Furness.  
Booth, Geo, Fallowfield, nr Manchester, Carter. Pet June 22 (for pau.) Dunn, Lancaster, July 17 at 12. Rawlinson, Lancaster.  
Bridge, Thos, Tyldesley, Lancaster, Draper. Adj April 17. Holden. Leigh, July 15 at 1. Ambler, Manchester.  
Brown, Hy, Lpool, Seaman. Pet July 1. Lpool, July 16 at 11. Anderson & Collins, Lpool.  
Bush, Jacob, Calne, Wilts, Draper. Pet June 26. Wilde, Bristol, July 15 at 11. Press & Co, Bristol.  
Chatwin, John Wm Hy, Birmingham, Tobacconist. Pet June 30. Tudor. Birmingham, July 17 at 12. Assinder, Birmingham.  
Clayton, Wm, Nottingham, Grocer. Adj June 9. Patchitt, Nottingham, July 22 at 10.30.  
Cockerill, Annie, South Stockton, York, Innkeeper. Adj June 17. Crosby, Stockton-on-Tees, July 15 at 11. Blyth, York.  
Coo, Jas, Sheffield, Coal Merchant. Pet July 2. Leeds, July 15 at 12. Farnell, Sheffield.  
Cooke, Robt Hy, Prisoner for Debt, Lancaster. Adj June 18. Lpool, July 14 at 12.  
Cooke, Edwd, Manchester, Wholesale Bookseller. Pet July 1. Fardell, Manchester, July 20 at 11. Mann, Manchester.  
Cooper, Joseph, Prisoner for Debt, Maidstone. Adj June 19. Acworth, Rochester, July 14 at 2.  
Cowles, Chas, Bristol, Grocer. Pet June 30. Harley, Bristol, July 17 at 12. Benson & Elletson.  
Crellin, John, Irish Marsh, Lancaster, Butcher. Pet June 29. Fardell, Manchester, July 13 at 11. Maraland & Addleshaw, Manchester.  
Dawson, Jas, Manchester, Butcher. Pet June 30. Fardell, Manchester, July 14 at 11. Lawton, Manchester.  
Donald, Joseph, Kirby Ireleth, Lancaster, Fisherman. Pet June 24. Postlethwaite, Ulverston, July 9 at 10. Jackson, Ulverston.  
Forrest, Joseph, Leeds, out of business. Pet June 15. Marshall, Leeds, July 18 at 12. Harle, Leeds.  
Fraser, Simon, Swansea, Glamorgan, Travelling Draper. Pet June 18. Wilde, Bristol, July 15 at 11. Press & Co, Bristol.  
Fuge, John, Devonport, Devon, Beerhop Keeper. Pet June 29. Pearce, East Stonehouse, July 15 at 11. Edmonds & Sons, Plymouth.  
Gaskin, Jas, Manchester, Provision Merchant. Pet June 22 (for pau.) Dunn, Lancaster, July 17 at 12. Rawlinson, Lancaster.  
Goodacre, Jas, Newark-upon-Trent, Nottingham, Cabinet Maker. Pet June 23. Newton, Newark, July 11 at 10. Belk, Nottingham.  
Hitchcock, Mary Ann, Nottingham, Milliner. Pet June 30. Patchitt, Nottingham, July 22 at 10.30. Belk, Nottingham.  
Hobson, Jeremiah, Windhill Wood End, York, Stonemason. Pet June 29. Bradford, July 14 at 9.15. Hutchinson, Bradford.  
Holme, Thos, Litherland, Lancaster, Brickmaker. Pet July 1. Lpool, July 16 at 12. Kent, Lpool.  
Hudson, Geo, Lpool, Brass Founder. Pet June 29. Lpool, July 15 at 11. Eddy, Lpool.  
Hug, Constantine, Merthyr, Glamorgan, Watchmaker. Pet June 30. Wilde, Bristol, July 14 at 11. Beckingham, Bristol.  
Hull, Geo, Prisoner for Debt, Lancaster. Adj June 18. Lpool, July 13 at 11.  
Lees, John, Halifax, York, Tailor. Pet June 29. Rankin, Halifax, July 14 at 10. Storey, Halifax.  
Lees, Wm, Aston-juxta-Birm, Scalemaker. Pet June 30. Tudor, Birmingham, July 17 at 12. Parry, Birmingham.  
Lennon, Patrick, Lpool, Bookseller. Pet June 24. Hime, Lpool, July 13 at 3. Barker, Lpool.  
Llewellyn, Thos, Fleur-de-lis, Monmouth, Collier. Pet June 17. Shepard, Tredegar, July 21 at 11. Piewes, Merthyr Tydfil.  
Macfarlane, Geo, Preston, Lancaster, Bookbinder. Pet June 27. Myres, Preston, July 18 at 10. Edelson, Preston.  
Moore, John, Manchester, Shopkeeper. Pet June 24 (for pau.) Kay, Manchester, July 14 at 9.30. Ambler, Manchester.  
Mugrave, John, Prisoner for Debt, York. Adj June 13. Marshall, Leeds, July 16 at 12.  
Nicholson, Geo, Sheffield, Grocer. Pet June 30. Wake, Sheffield, July 15 at 1. Roberts, Sheffield.  
Overson, Benj Wm, Aston-juxta-Birm, Japanner. Pet June 30. Hill, Birmingham, July 15 at 12. Parry, Birmingham.  
Parkinson, John, Lpool, Shipkeeper. Pet June 22 (for pau.) Dunn, Lancaster, July 17 at 12. Rawlinson, Lancaster.  
Phillips, Thos, Birmingham, Jeweller. Pet June 29. Hill, Birmingham, July 15 at 12. Brown, Birmingham.  
Rider, Wm, Geo, Haniet, nr Leeds, out of business. Pet June 26. Marshall, Leeds, July 16 at 12. Emsley, Leeds.  
Roddie, Richd, Kilsby, Northampton, out of business. Pet June 27. Hubbard, Rugby, July 14 at 11. Becke, Northampton.  
Sharmann, Robt, Gt Yarmouth, Norfolk, Blacksmith. Pet June 25. Chamberlain, Gt Yarmouth, July 15 at 12. Wilshire, Gt Yarmouth.  
Smith, Edmund, Lewes, Sussex, out of business. Pet June 29. Blaker. Lewes, July 16 at 11. Hillman, Lewes.  
Smith, Jas Foster, Lpool, Bootmaker. Pet July 1. Lpool, July 16 at 11. Eddy, Lpool.  
Sminton, Thos, Seaforth, nr Lpool, Stonemason. Pet June 30. Lpool, July 14 at 11. Blackhurst, Lpool.

Spinney, Andrew, Plymouth, Devon, House Painter. Pet June 29. Pearce, East Stonehouse, July 15 at 11. Gidley, Plymouth.  
Taylor, Geo, Leeds, Policeman. Pet June 25. Marshall, Leeds, July 16 at 12. Harle, Leeds.  
Thomas, Wm Gifford, Stonefield, Stafford, Machinist. Adj June 29. Middleton, Stone, July 15 at 11. Litchfield, Newcastle-upon-Tyne.  
Thorpe, Wm, Lindley, York, Innkeeper. Pet June 8. Jones, Huddersfield, July 17 at 10. Freeman, Huddersfield.  
Turner, John Fras, Minakip, York, out of business. Pet July 1. Leeds, July 13 at 11. Mason, York.  
Wakon, Joseph, jun, Calstock, Cornwall, out of business. Pet June 30. Exeter, July 14 at 2. Daw & Son, Exeter.  
Wall, Alex, Ludlow, Salop, Grocer. Pet June 27. Ludlow, July 22 at 10. Lloyd, Ludlow.  
Ward, Geo Gent, Withington, nr Manchester, Commercial Traveller. Pet June 22 (for pau.) Dunn, Lancaster, July 17 at 12. Rawlinson, Lancaster.  
West, Israel, Prisoner for Debt, Maidstone. Adj June 19. Alleyns. Tonbridge Wells, July 17 at 3. Cripps, Tonbridge Wells.  
White, Geo, Bath, Somerset, Journeyman Butcher. Pet June 29. Smith, Bath, July 4 at 11. Barrum, Bath.  
Williams, Ellen, Carnarvon, Shopkeeper. Pet June 30. Lpool, July 14 at 12. Evans & Co, Lpool.  
Wood, Thos Barrow, Kendal, Westmoreland, Saddler. Pet June 29. Wilson, Kendal, July 15 at 11. Thomson, Kendal.

#### TUESDAY, July 7, 1868.

#### To Surrender in London.

Aspinall, Joseph, Lancaster-st, Bayswater, Comm Agent. Pet July 3. Murray, July 21 at 12. Linklaters & Co, Walbrook.  
Barnes, Wm, Upper Belgrave, out of business. Pet July 3. Murray. July 21 at 12. Andrews, Ely-pl, Holborn.  
Bartlett, Edwd Hartnell, Noble-st, Importer of Fancy Goods. Pet July 1. July 22 at 12. Pittman, Guildhall-chambers, Basinghall-st.  
Borrett, Eliz, Northumberland-ter, Edmonton, Grocer. Pet July 4. July 22 at 2. Webb, Austin-friars.  
Buckingham, Geo, Prisoner for Debt, London. Pet July 4 (for pau.) Roche, July 23 at 11. Drake, Basinghall-st.  
Farrow, Denny, Rutland-st, Pimlico, Usher. Pet July 4. Roche, July 23 at 12. Bartlett, Chandos-st, West Strand.  
Flux, Wm, Gt Warley, Essex, Innkeeper. Pet June 15. Pepsys, July 24 at 11. Lewis & Son, Carey-st.  
Freeman, Alfred Cummings, Staines, Middx, Saddler. Pet June 29. July 17 at 12. Philip, Pancras-lane, Queen-st.  
Harding, Wm Marcott, Prisoner for Debt, London. Pet July 1 (for pau.) Murray. July 21 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.  
Hare, Geo, Mile-town, Sheerness, Plumber. Pet July 2. July 22 at 12. Harrison, Basinghall-st.  
Hore, Walter Alex, Prisoner for Debt, London. Pet July 3 (for pau.) July 21 at 11. Keene & Marsland, Lower Thames-st.  
Lellan, Baker, Royal Exchange, Share Dealer. Pet July 27. Murray. July 23 at 12. Linklaters & Co, Walbrook.  
Platten, Edwd, Leytonstone, Essex, Grocer. Pet July 3. Murray. July 21 at 11. Layton, jun, Navarino-cottage, Bow-rd.  
Player, Wm, Hayes's-mews, Bayswater, Coachman. Pet July 4. July 22 at 12. Greaves, Essex-st, Strand.  
Saunders, Wm Joseph, Colchester, Essex, Hatter. Pet July 1. July 17 at 2. Jones, Colchester.  
Scott, Hy Boscawen, Prisoner for Debt, London. Pet June 2 (for pau.) Murray. July 21 at 12. Popham, Basinghall-st.  
Shaw, Arthur, Gt York-st, Wm, Margaret-st, Cavendish-sq, Lodging-house Keeper. Pet June 29. July 17 at 11. Webster, Ely-pl.  
Smith, Geo, Thos, Wenlock-rd, City-rd, out of business. Pet July 2. Murray. July 21 at 1. Fenton, George-st, Mansion House.  
Smitheman, Thos, Milman-st, Holborn, Tile Fixer. Pet July 3. Murray. July 21 at 12. Lewis, Hackney-rd.  
Thomas, Geo Wm, Prisoner for Debt, London. Pet June 4 (for pau.) Pepsys, July 22 at 2. Drake, Basinghall-st.  
Walter, Chas, Alfred-st, Commercial Traveller. Pet July 3. July 22 at 1. Brown, Basinghall-st.  
Webster, John Apin, Ledbury-rd, Bayswater, no occupation. Pet July 2. July 22 at 12. Royce, Marlborough-st.  
White, Wm, London-wall, Upholsterer. Pet July 4. Murray. July 21 at 1. Holland, Gt Knight Rider-st, Doctor's-commons.  
Williams, Wm, Geo, Lpool-st, Ironmonger. Pet July 2. Murray. July 21 at 12. Duffield & Bruty, Tokenhouse-yard.  
Wood, Hy, Gt Knight Rider-st, Chop house Keeper. Pet July 2. July 22 at 12. Nind, Basinghall-st.

#### To Surrender in the Country.

Ansell, Asbury, Birmingham, Comm Agent. Pet July 1. Guest, Birmingham, July 24 at 10. East, Birmingham.  
Ash, Wm, Kirton-in-Lindsey, Lincoln, Horsebreaker. Pet July 2. Hett. Briggs, July 23 at 11. Burkill, Winterton.  
Bailey, Thos, Langley, Worcester, Licensed Victualler. Pet July 1. Vane, Oldbury, July 15 at 11. Shakespeare, Oldbury.  
Bloomfield, Geo, Reading, Berks, Carpenter. Pet July 2. Collins. Reading, July 18 at 10. Smith, Reading.  
Brown, Hy, Haverrhill, Suffolk, Carter. Pet June 30. Jardine. Haverrhill, July 17 at 2. Cardinal & Wright, Halstead.  
Butler, Geo, Codsall Wood, Stafford, Beerhouse Keeper. Pet July 3. Tudor, Birmingham, July 17 at 12. Glover, Walsall.  
Carpenter, Wm Sydenham, East Stonehouse, Devon, Draper. Pet July 3. Exeter, July 18 at 12.30. Edmonds & Sons, Plymouth.  
Carpenter, Jas Morman, Birmingham, out of business. Pet July 1. Guest. Birmingham, July 24 at 10. East, Birmingham.  
Cockran, Edwd, Exeter, Clockmaker. Pet July 2. Daw. Exeter, July 18 at 11. Flood, Exeter.  
Davies, Thos, Llanfair, Brecknock, Licensed Victualler. Pet June 23. Evans, Brecknock, July 13 at 2. Bishop, Brecon.  
Ecob, Justina, Yatalyfera, Glamorgan, out of business. Pet July 2. Wilde. Bristol, July 17 at 11. Field, Swansea.  
Eley, David, Swansea, Licensed Victualler. Pet July 3. Wilde. Bristol, July 17 at 11. Clifton, Bristol.  
Elworthy, Fredk Thos, Wellington, Somerset, Merchant. Pet June 19. Exeter, July 29 at 12. Lawrence & Co, Old Jewry-chambers.

Fisher, John, Deighton, Halifax, York, out of business. Pet July 4.  
 Rankin, Halifax, July 17 at 10. Storey, Halifax.  
 Grant, John, Cambridge, Horsebreaker. Pet July 2. Erden. Cam-  
 bridge, July 21 at 3. Ellison, Cambridge.  
 Gwynn, Geo Oliver, Prisoner for Debt, Winchester. Adj June 19.  
 Hollett, Farnham, July 25 at 12.  
 Hargrave, Benj, Prisoner for Debt, Lancaster. Adj April 21. Fardell.  
 Manch, July 21 at 11.  
 Hodgson, Wm, Carlisle, Bootmaker. Pet July 1. Halton. Carlisle,  
 July 21 at 11. Wainop, Carlisle.  
 Ingram, Thos Wallace, Swansea, Glamorgan, Innkeeper. Pet July 3.  
 Wills, Bristol, July 17 at 11. Bockingham, Bristol.  
 Jackson, Gill, Halmes, Lancaster, Beer Retailer. Pet July 3. Hulton.  
 Salford, July 18 at 9.30. Mann, Manch.  
 Jenkins, Thos Mutlow, Lpool, Accountant. Pet July 3. Lpool, July  
 20 at 12. Harris & Culshaw, Lpool.  
 Jakes, Jas, Tivdale, Stafford, Milkman. Pet July 2. Walker, Dudley,  
 July 23 at 19. Lowe, Dudley.  
 London, John, Micklesey-sq, Northumberland, Flour Dealer. Pet July 1.  
 Gibson. Newcastle-upon-Tyne, July 20 at 12. Watson, Newcastle-  
 upon-Tyne.  
 Murphy, John, Moss-side, Lancaster. Pet July 3. Hulton. Salford,  
 July 18 at 9.30. Hodgson, Manch.  
 Neale, Hy, Bath, Somerset, Baker. Pet July 1. Smith. Bath, July  
 20 at 11. Bartrum, Bath.  
 Page, Priscilla, Whittington, Worcester, Innkeeper. Pet July 4. Crisp.  
 Worcester, July 22 at 11. Tree, Worcester.  
 Peitingill, Edwin, Gt Yarmouth, Norfolk, Beerhouse Keeper. Pet July  
 3. Chamberlin. Gt Yarmouth, July 23 at 12. Costerton, Gt Yar-  
 mouth.  
 Redmore, Clara, Longton, Stafford, out of business. Pet July 3. Keary.  
 Stoke-upon-Trent, July 18 at 11. Young, Longton.  
 Rawling, Thos, Hougham, Lincoln, Bootmaker. Pet July 3. Grant-  
 ham, July 17 at 11. Mallin, Grantham.  
 Rhodes, Sam, Lockwood, York, Munro Dealer. Pet July 6. Leeds,  
 July 20 at 11. Milnes, Huddersfield.  
 Robson, Edw, Bulman's Village, Northumberland, Beerhouse Keeper.  
 Pet July 1. Clayton. Newcastle, July 18 at 10. Jeol, Newcastle-  
 upon-Tyne.  
 Simpson, Alex, Sunderland, Durham, Grocer. Pet June 29. Marshall.  
 Sunderland, July 21 at 12. Graham, Sunderland.  
 Smith, Orlando, Uttoxeter, Stafford, Gunmaker. Pet July 2. Flint.  
 Uttoxeter, July 20 at 10. Chavner, Uttoxeter.  
 Spedding, Thos, Chickenley, York, Manufacturer. Pet July 2. Nelson.  
 Dewsbury, July 23 at 12. Ibberson, Dewsbury.  
 Suter, Saml, Portsea, Southampton, out of business. Pet June 30.  
 Howard, Portsmouth, July 21 at 12. Ford, Portsea.  
 Taggart, Wm, Woolton, nr Lpool, out of business. Pet July 4. Lpool,  
 July 17 at 11. Bateson & Co, Lpool.  
 Thomas, Thos, Aberaman, Glamorgan, Mason. Pet July 3. Rees.  
 Aberdare, July 21 at 11. Rosser, Aberdare.  
 Vickers, Joseph, Jun, Hoyland Nether, York, Tailor. Pet June 2.  
 Shepherd, Barnley, July 21 at 11. Barratt, Wakefield.  
 Walmsey, Lawrence, Littleborough, Lancaster, Coal Dealer. Pet  
 July 2. Fardell. Manch, July 21 at 19. Standing, Rochdale.  
 Young, Chas, West Cowes, Isle of Wight, Licensed Victualler. Pet  
 July 1. Blake. Newport, July 18 at 11. Hooper, Newport.

# GRESHAM LIFE ASSURANCE SOCIETY,

37, CLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Pro-  
 posals for Loans on Freehold or Leasehold Property, Reversions, Life  
 Interests, or other adequate securities.

Proposals may be made in the first instance according to the following  
 form:—

## PROPOSAL FOR LOAN ON MORTGAGES.

Date.....  
 Introduced by (state name and address of solicitor)  
 Amount required £  
 Time and mode of repayment (i. e., whether for a term certain, or by  
 annual or other payments)  
 Security (state shortly the particulars of security, and, if land or build-  
 ings, state the net annual income)  
 State what Life Policy (if any) is proposed to be effected with the  
 Gresham Office in connexion with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

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This Society purchases reversionary property, life interests, and life  
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 to Sterling Silver.

	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Table Forks, per doz.....	1 10 0	and 1 18 0	2 4 0	2 10 0
Dessert ditto .....	1 0 0	and 1 10 0	1 12 0	1 15 0
Table Spoons .....	1 10 0	and 1 18 0	2 4 0	2 10 0
Dessert ditto .....	1 0 0	and 1 10 0	1 12 0	1 15 0
Tea Spoons .....	0 12 0	and 0 18 0	1 2 0	1 5 0

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 Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior  
 Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 30s. Patent  
 Dish Covers, with handles to take off, 18s. set of six. Table Knives and  
 Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays,  
 1s. 6d. set of three; elegant Papier Maché ditto, 25s. the set. Teapots,  
 with plated knob, 5s. 6d.; Coal Scuttles, 3s. 6d. A set of Kitchen Utensils  
 for cottage, £3. Slack's Cutlery has been celebrated for 50 years.  
 Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives  
 and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All war-  
 ranted.

As the limits of an advertisement will not allow of a detailed list, pur-  
 chasers are requested to send for their Catalogue, with 350 drawings, and  
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# THE SCOTTISH WIDOWS' FUND LIFE ASSURANCE SOCIETY.

Head Office, No. 9, St. Andrew's Square, Edinburgh.

## PERSONS INTENDING TO INSURE THEIR LIVES

Should, in selecting an office for the purpose, be careful to obtain distinct and complete evidence upon the points of security and profitableness, and information as ample as that usually required from other financial undertakings presenting themselves as mediums of investment. The exceptionally abstruse character of life assurance finance renders such a precaution all the more reasonable and necessary. The following contains such evidence as far as the Scottish Widows' Fund is concerned:—

## BALANCE SHEET.

Embracing a valuation of the policy liabilities by the Carlisle £3 per cent. Tables for the seven years ending December 31, 1866.

LIABILITIES.		ASSETS.	
Value of sums assured amounting to £13,527,003 .....	£7,658,109 9 6	First landed securities .....	£2,992,985 19 11
Value of annuities for £9,801 (interest 3½ per cent.) ...	74,206 15 8	Railway debentures .....	398,826 15 8
Value of loading on paid-up premiums .....	11,686 12 0	Annuities and reversions .....	381,410 19 11
		Loans on members' policies .....	536,175 16 11
		Government annuities .....	46,431 13 1
		House property and ground rents .....	24,831 18 7
		Office furniture .....	1,388 7 4
Deduct value of net premiums (gross £376,387, less loading £79,547), amounting to £296,840 per annum .....	4,087,795 14 0	Premiums, &c., on which days of grace are current, and interest on investments from last payment .....	176,995 10 0
		Cash balance—	
		In bank .....	£46,697 4 3
		In office .....	228 16 9
Claims under policies not due, and outstanding accounts .....	227,977 11 4		46,926 1 0
Balance of surplus fund at 31st December, 1866, being total profit for the seven years .....	£834,183 10 1		
Less—portion due to Members who died during the seven years .....	118,395 13 2		
	715,787 16 11		
	£4,599,972 11 5		£4,599,972 11 5

The net Realised Fund now exceeds £4,000,000, and is the largest Life Assurance Fund in Great Britain.

## VALUE OF THE MUTUAL SYSTEM.

Under this system the whole profits are divided among the policy-holders, and are not participated in by shareholders, as in proprietary life offices. With the view of conveying a definite idea of the value of the Society's Mutual System, the following illustration is given of the actual money worth to its own policy-holders. As shown above, the profit realised during the seven years ending 31st December, 1866, amounted to no less than £834,183 10s. 1d. Had the Society been a proprietary company, from a tenth to a third—more probably a fifth—of this large sum would have been paid away to shareholders. Under the proprietary system, therefore—

## THE LOSS TO ITS POLICY HOLDERS

### WOULD HAVE BEEN

Allowing one-tenth of the profits to shareholders .....	£ 83,418
Allowing one-fifth (the most usual proportion) .....	166,836
Allowing one-fourth .....	208,546
Allowing one-third .....	278,061

Such being the amounts, under different views, saved to policy-holders merely by the Mutual System during the short period of seven years, it is evident that during an average lifetime the savings must, in the aggregate, amount to an enormous sum.

## MAGNITUDE OF THE BONUSES.

Nothing can be more misleading as to the real bonus-yielding power of a life assurance office than the practice of publishing a few selected instances in which large bonuses have accrued under exceptional circumstances. Accordingly the results under policies of all durations are fully stated in the Society's Prospectus. Important as such complete information regarding all existing Assurances is a statement of the Bonuses actually paid at death will probably have more practical significance. During last year the following amounts were paid to representatives of deceased members:—

Sums assured under bonus policies .....	£237,009
Bonuses thereon .....	94,873
Sums assured under non-bonus policies .....	5,400

Total claims for 1867 .....

£337,282

On many of these Policies the Bonuses approached, and even exceeded, the original sums assured, while on the whole Policies young and old,

THE AVERAGE BONUS WAS £40 PER CENT. ON THE SUMS ASSURED.

Besides this, a considerable amount of Bonus was paid on surrender to many of the assured during life. It is believed that since the Society was founded in 1815,

NO OTHER LIFE OFFICE HAS PAID BONUSES OF GREATER AMOUNT.

## SUMMARY.

The Directors submit the above information as a statement of the grounds on which they ask prudent and thoughtful men to consider whether they may not, with the highest measure of advantage to themselves and their families, confide to the SCOTTISH WIDOWS' FUND the important trust involved in Life Assurance.

By order,

SAMUEL RALEIGH, MANAGER.  
J. J. P. ANDERSON, SECRETARY.

HEAD OFFICE—9, ST. ANDREW'S SQUARE, EDINBURGH, June, 1868.  
LONDON OFFICE—4, ROYAL EXCHANGE BUILDINGS, CORNHILL.

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